

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, May 7, 2018
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA

6. APPOINTMENT/
OATH OF OFFICE
7. MINUTES
 - A. Municipal Court Clerk – Beth Miro
 - A. City Council 04/16/18, 04/30/18
 - B. Committee-of-the-Whole 04/16/18, w/recommendations:
 1. Entertainment - Music on the Lawn
 2. Signage - City Hall
 - C. Committee-of-the-Whole 04/30/18
 - D. Finance Committee 04/23/18
 - E. Beautification Commission 03/14/18, as corrected, w/recommendation
 1. Purchase: Residential Yard Stakes
 - F. Historical Commission 03/08/18

8. COMMUNICATIONS
 - A. Application for Permit/License – Vendor/Solicitor/
Peddler
 1. Lori Ann Romanik – Ice Cream, C.K. Corporation
 2. John Joseph Case – Door to Door, Edward Jones Investment
 - B. Budget Transfer: Dispatch Training
 1. Memo 04/12/18 – Director of Public Safety
 - C. 2017 Department of Public Safety Annual Report
 - D. Headlee Override Millage Proposal

9. BIDS/PROPOSALS/
CONTRACTS
 - A. Contract: Northeast Sewer Disposal System Sewage Disposal
 1. Letter 05/03/18 – City Attorney
 2. Letter 04/16/18 – Southeast Macomb Sanitary District
 - B. Contract: 2018 Concrete Pavement Repair Program
 1. Memo 04/25/18 – Director of Public Services

- C. Contract: 2018 Parking Lot Improvements
 - 1. Memo 04/27/18 – Director of Public Services
 - 2. Letter 04/06/18 – City Engineer
- D. Pool Opening – Lake Front Park
 - 1. Memo 04/09/18 – Director of Public Services
 - 2. Proposal 01/24/18 – Aquatic Source
- E. Public Safety Signage – City Hall
 - 1. Memo 04/25/18 – Director of Public Services
- F. Purchase/Funds Transfer: Terrain Utility Vehicle -
Department of Public Services
 - 1. Memo 04/25/18 – Director of Public Services
- G. Purchase/Funds Transfer: Multi-Use Utility Work Vehicle
 - 1. Memo 04/25/18 – Director of Public Services
- H. Purchase/Funds Transfer: Water Truck – Department of
Public Services
 - 1. Memo 04/25/18 – Director of Public Services
- I. Purchase/Budget Amendment: Dispatch Radio Console
 - 1. Memo 04/13/18 – Director of Public Safety
 - 2. Proposal Letter 03/28/18 – Motorola Solutions
- J. Agreement: Music on the Lawn Entertainment
 - 1. Live Performance Agreement – Sonic Freeway

10. PROCLAMATIONS

- A. Emergency Medical Services Week
- B. Police Week/Peace Officers Memorial Day
- C. National Public Works Week

11. CLAIMS/ACCOUNTS

- A. Michigan Joint Sealing
 - 1. Letter w/Pay Estimate 12/15/17 – City Engineer –
2016 Pavement Joint Sealing Program
 - 2. Letter w/Pay Estimate 12/15/17 – City Engineer –
2017 Pavement Joint Sealing Program
- B. Consulting Structural Engineers
 - 1. Carl J. Bobish 04/10/18 #218024
 - 2. Carl J. Bobish 04/10/18 #218015
 - 3. Carl J. Bobish 04/10/18 #217094

- C. Labor Attorney
 - 1. Keller Thoma 05/01/18
- D. City Attorneys
 - 1. Don R. Berschback
 - 2. Charles T. Berschback

12. NEW BUSINESS/PUBLIC COMMENT

13. ADJOURNMENT

**Lisa Kay Hathaway, CMMC/MMC
City Clerk**

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST
--

CITY OF GROSSE POINTE WOODS

Office of the City Clerk


Memorandum



RECEIVED

APR 25 2018

CITY OF GROSSE PTE. WOODS

DATE: April 25, 2018
TO: Mayor and City Council
FROM: Bruce J. Smith, City Administrator 
SUBJECT: Promotion – Municipal Court Clerk

It is my pleasure, with the confirmation of city council, to appoint Beth Miro, as Municipal Court Clerk. Ms. Miro has been employed with the City since July 2, 1999, and was appointed to the position of Deputy Court Clerk on October 11, 2013. She has proven her dedication to the Clerk profession and has been an exemplary addition to the Clerk's staff.

In accordance with the Code of the City of Grosse Pointe Woods:

Sec. 16-21. - Same—Appointment.

The city administrator shall have full power of appointment of the court clerk and deputy court clerks, and such appointees shall perform all other services as may be required by the city administrator in addition to any of the services required under this article. Appointees shall hold office at the will and pleasure of the city administrator.

Sec. 16-22. - Same—Powers.

The court clerk and deputy court clerks shall have the power to administer oaths to persons making affidavits or complaints for warrants in Code violation cases, criminal cases and for writs and processes in civil cases. They shall also have power to issue processes and to attest such processes in the name of the presiding officer of the court.

Sec. 16-23. - Same—Duties.

The court clerk and deputy court clerks shall be required to collect all fees, fines, costs and other monies paid into or deposited with the court and shall keep a record book of such monies, and pay over such monies to the proper authorities of the city, county or other persons entitled to such monies, as directed by the Charter, by the proper authorities or by law. The court clerk and deputy court clerks shall perform such services as may be required by the court in the operation of the violations bureau of the city

7A

COUNCIL
04-16-18 - 64

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 16, 2018, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:03 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council Members: Bryant, Granger, Koester, McConaghy, McMullen, Shetler
Absent: None

Also Present: City Administrator Smith
City Attorney Chip Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
Director of Public Safety Kosanke
Director of Public Services Schulte
Building Inspector Tutag
Deputy City Clerk Antolin

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission Members were also in attendance:

Rachelle Koester, Beautification Advisory Commission
James Profeta, Planning Commission

Motion by Bryant, seconded by Shetler, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Shetler, that the following minutes be approved as submitted:

1. City Council Minutes dated April 9, 2018.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Bryant, regarding **Proposed FY 2018/19 Budget**, that the City Council set May 21, 2018, for a Public Hearing on the Proposed 2018/19 budget and authorize the City Clerk to publish said Public Hearing Notice in the *Grosse Pointe News* for final adoption.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – March 2018**, that the City Council refer this report to the Finance Committee.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Shetler, regarding **Purchase: Falcon Asphalt Recycler and Hot Box Trailer/Budget Amendment/Transfer**, that the City Council approve the purchase of a 1-Ton Falcon Mini Asphalt Recycler and Hot Box including optional accessories, service manual and 2-year warranty from Falcon Asphalt Repair Equipment at a total cost not to exceed \$9,211.75; and approve a budget amendment and transfer in the amount of \$9,211.75 into the Motor Vehicles Capital Equipment for Public Works Account No. 640-852-977.599, from:

- Traffic Services Operating Supplies for Major Streets Account No. 202-474-757.000 - \$1,611.75;
- Local Streets Account No. 203-474-757.000 - \$7,600.00.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

The Mayor issued a Proclamation in recognition of Arbor Day on April 27, 2018.

Motion by Koester, seconded by Shetler, regarding **Contractor: Doetsch Industrial Services**, that the City Council approve Construction Pay Estimate No. 3 in accordance with the City Engineer's letter dated April 11, 2018, in the amount of \$32,551.91 to Doetsch Industrial Services, Inc. for services rendered on the 2017 SAW Grant Sewer Cleaning and CCTV Investigation.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Shetler, seconded by Bryant, regarding **Appraisal Services**, that the City Council to approve the following invoice dated April 9, 2018:

1. Frohm & Widmer, Inc. Invoice No. 18-28C - \$5,700.00.

Administration was asked to itemize invoices and City Attorney was asked to provide detail following litigation.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Koester, regarding **Legal Services**, that the City Council approve the following invoice dated April 2, 2018:

1. Hallahan & Associates, P.C. Invoice No. 15276 - \$4,979.47.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Granger, seconded by Bryant, regarding **City Engineer**, that the City Council approve the following invoice dated March 28, 2018:

1. Anderson Eckstein & Westrick, Inc. Invoice No. 0117309 - \$103.00.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by McConaghy, seconded by Shetler, regarding **Labor Attorney**, that the City Council approve the following statement dated April 1, 2018:

1. Keller Thoma Invoice No. 114048 - \$578.10.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Bryant, seconded by Shetler, to adjourn tonight's meeting at 7:14 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
Deputy City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 30, 2018, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:05 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council Members: Bryant, Granger, Koester, McConaghy, McMullen, Shetler
Absent: None

Also Present: City Administrator Smith
City Attorney Chip Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
Director of Public Safety Kosanke

Also in attendance was Jason Arlow, from Anderson, Eckstein & Westrick.

Council, Administration, and the audience Pledged Allegiance to the Flag.

Motion by Bryant, seconded by Shetler, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Motion by Shetler, seconded by Bryant, regarding **Contract: Cross Renovations, Inc. – Public Safety Improvements**, that the City Council authorize the City Administrator to sign the contract.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: None

Hearing no objections, the following items were discussed under New Business:

- Michigan Municipal League is accepting funding for litigation on Dark Store Litigation. There was a consensus of the Committee to contribute toward litigation. The City Administrator was asked to follow up with issuing a check.
- Following recent Compensation & Evaluation Committee meeting discussions, it was deemed advantageous to re-establish a Judicial Liaison Committee. The Mayor stated he appointed Todd McConaghy as Chair, he would serve as a member, and one other person will be appointed. There was a consensus of the Committee to form the Judicial Liaison Committee.
- The Mayor discussed the Council considering waiving the meter permit and the transponder installation fees until the end of the year. The Water/Sewer Fund could reimburse the fund for the waived meter permit fee. Additionally, consideration may be given to issuing a refund to residents who have already replaced their meters. If such a decision is made, a direct mailer would be sent to affected residents. The Mayor reminded the Council that some residents may not be able to convert to a smaller meter per the Building Code. Waste water was briefly discussed, and Administration was asked to check with Kyle Seidel from Anderson, Eckstein and Westrick, regarding a fixed rate charge for waste water.

Motion by Granger, seconded by Shetler, to adjourn tonight's meeting at 7:38 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor



COMMITTEE-OF-THE-WHOLE
04-16-18 - 23

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, APRIL 16, 2018, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Koester, McConaghy, McMullen, Shetler
ABSENT: None

ALSO PRESENT: City Administrator Smith
City Attorney Chip Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
Deputy City Clerk Antolin

Also in attendance were:

Kyle Seidel, Anderson, Eckstein and Westrick, Inc.

Mayor Novitke called the meeting to order at 7:33 p.m.

Motion by Bryant, seconded by Shetler, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

The first item discussed was regarding **Water/Sewer Study**. Mr. Seidel provided an overview regarding rates for the various meter sizes. He stated that the Great Lakes Water Authority uses equivalent formulas in other local cities such as Harper Woods, Eastpointe, Roseville, Fraser and St. Clair Shores.

Mr. Seidel identified five factors that determine how the Great Lakes Water Authority base their fee schedule.

1. The amount of water the City purchases or uses;
2. The City's elevation from where the water is pumped;
3. The City's distance from where the water is pumped;
4. The peak hour flow;
5. The max day flow (the one day in a year that has maximum flow).

Mr. Seidel proceeded to discuss three proposed rate charge options:

1. No change in rates;
2. 10% reduction on fixed fees (increase cost per unit);
3. No change in fixed rates – ultimate meter ratio (larger meters incur higher costs).

Mr. Seidel answered questions from the audience.

The Chair declared a recess at 9:05 p.m., and reconvened the Committee meeting at 9:10 p.m.

Mr. Seidel answered questions of the City Council.

Mr. Seidel was asked to look at establishing a rate by combining all residential customers regardless of meter size with a factor of one and how this would affect water rates.

Mr. Seidel was asked to be in attendance at the Committee-of-the-Whole on May 7th at 7:30 p.m. following the City Council meeting. This item is to remain on the Committee-of-the-Whole.

Next, **Signage – City Hall Complex** was discussed.

City Administrator provided an overview of his memo dated March 7, 2018. Following discussion, the City Administrator stated he would look into a message/event board.

Motion by Granger, seconded by Shetler, regarding **Signage-City Hall Complex**, that the Committee-of-the-Whole recommend that City Council approve the signage as submitted.

Motion carried by the following vote:

Yes:	Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No:	None
Absent:	None

Discussion ensued regarding **Contract: Entertainment – Music on the Lawn**.

Motion by Granger, seconded by Shetler, regarding **Contract: Entertainment – Music on the Lawn**, that the Committee-of-the-Whole recommend that City Council approve, and authorize the City Administrator to sign, the Performance Agreement with Sonic Freeway, LLC. in the amount of \$900.00.

Motion by Granger, seconded by Shetler, to amend the previous motion by inserting, "contingent upon appropriate insurance being received".

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

The **Headlee override** was then discussed. The Committee reviewed the proposed ballot language for the Headlee Override. There was a majority consensus to replace the wording "parks and recreation" with "infrastructure".

There was a consensus of the Committee to direct the City Attorney to ask Miller and Canfield to review the revised ballot language.

Motion by McConaghy, seconded by Shetler, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 9:45 p.m. and convene in Closed Executive Session for the purpose of discussing a legal opinion at which time the Committee may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following roll call vote:

Granger - Yes
Koester - Yes
McConaghy - Yes
McMullen - Yes
Novitke - Yes
Shetler - Yes
Bryant - Yes

The Committee relocated to the Conference Room for Closed Session located across the hallway.

The Committee-of-the-Whole reconvened in open session at 10:30 p.m.

Motion by Bryant, seconded by McConaghy, to remove **Signage-City Hall Complex, Contract: Live Performance Agreement-Sonic Freeway, LLC, and Proposed Headlee Override Ballot Proposal** from the Committee-of-the-Whole.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

Hearing no objections, the following items were heard under New Business:

COMMITTEE-OF-THE-WHOLE
04-16-18 - 26

- The Mayor discussed a letter received from Lisa Fuller regarding the Grosse Pointe Woods Foundation's miniature golf proposal for Lake Front Park. The City Administrator stated administration will be prepared to address this item by the end of April. There was a consensus of the Committee that the Mayor send an email to Lisa Fuller and to include meeting to discuss this proposal at the Committee-of-the-Whole on May 14, 2018.
- Water/Sewer Rates were again, briefly discussed. Administration was asked to provide a clear procedure for reducing a meter size or installing a reducer to a meter, if possible.

There was a consensus of the Committee that the City Clerk schedule a Committee-of-the-Whole meeting on May 7, 2018, at 7:30 p.m. and to include tonight's information regarding the Water/Sewer Study.

The May 14, 2018, Committee-of-the-Whole meeting will include discussing Workman's Compensation (7:00 p.m.), Medstar (7:15 p.m.), Rocket Fiber (8:00 p.m.), and the Proposed Miniature Golf course (8:30 p.m.).

Motion by Bryant, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 10:55 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
Deputy City Clerk

Robert E. Novitke
Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS, SITTING AS A FINANCE COMMITTEE, HELD ON MONDAY, APRIL 30, 2018, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Koester, McConaghy,
McMullen, Shetler

ABSENT: None

ALSO PRESENT: City Administrator Smith
Treasurer/Comptroller Behrens
City Clerk Hathaway

Mayor Novitke called the meeting to order at 7:42 p.m.

Motion by Granger, seconded by McConaghy, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: None

The Committee commenced review and discussion regarding the **proposed FY 2018/19 budget**. The Treasurer/Comptroller provided an overview and questions and answers ensued. She stated:

SEV – \$870 million;
SEV Equalized Value - \$876,024,629;
SEV Taxable Value - \$696 Million;
Millage - \$696,024.69;
Total budget - \$37,517,538;
Internal transfers \$2.564 million;
General Fund \$13,891,365.

She also stated the current Fund Balance is \$6.2 million, and if the proposed road construction is completed, except for Lochmoor, the Fund Balance would be \$3.4 million (27.7%). Proposed road construction was not included in the preparation of the proposed budget.

There will be no personnel added or part-time positions going to full-time with the exception of a Public Safety Dispatcher that will go from part-time to a full-time position. There will be movement in rank within the Public Safety Department by creating a Lieutenant and a Sergeant, and there will be a loss of one Public Safety Officer position.

The Treasurer/Comptroller stated the City is not in a structural deficit in the general fund. She provided information on total compensation being paid, and detail on salaries in all the departments. Discussion ensued regarding the possibility of adding a Code Enforcement Officer considering reports of early trash, trash bin storage, and the number of bags put out. Discussion, questions and answers continued. Administration was asked to find out why \$35,000.00 was spent on repairing the street sweeper. The City Administrator stated he believed \$35,000.00 was an error and would follow-up. (Secretary's Note: repairs were confirmed at a cost of \$3,500.00.)

With respect to the fund balance, the Mayor discussed keeping in mind that if it is determined to complete all proposed capital improvements and roads taking the fund balance down to \$3.4 million while the City continues to pay on the \$2.5 million capital improvement bond, in addition to financing a ladder truck for \$500,000.00, and Vernier Road construction at \$3.5 million, then the City needs to have a tight budget moving forward. The Treasurer/Comptroller stated it will cost approximately \$1 million to pave Lochmoor.

Motion by Bryant, seconded by Shetler, regarding the proposed FY 2018/19 budget, that the Committee-of-the-Whole recommend the City Council adopt the budget as presented.

Motion carried by the following vote:

Yes:	Bryant, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No:	None
Absent:	None

Hearing no objections, the following items were discussed under new business:

- The Grosse Pointe Chamber of Commerce – Dogs Unleashed provided suggested artwork. There was a consensus of the Committee to choose the Dalmatian with a red collar and green or brown base.
- The Treasurer/Comptroller requested a Committee-of-the-Whole meeting be scheduled at 6:30 p.m. on June 4th for a meeting with Pat McGow and Bobby Bendzinski to discuss the bond sale, which needs to be done before June 30th.
- The draft millage proposal information sheet was reviewed. Administration is to make revisions as requested.

Motion by McConaghy, seconded by Shetler, that the meeting of the Committee-of-the-Whole be adjourned at 9:46 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

Approved by Committee
4-23-18

FINANCE COMMITTEE
04-09-18

TD

MINUTES OF THE FINANCE COMMITTEE MEETING OF THE CITY OF GROSSE POINTE WOODS
HELD ON MONDAY, APRIL 9, 2018, IN THE CONFERENCE ROOM OF THE MUNICIPAL
BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 8:31 p.m. by Chair McConaghy.

In attendance: Chairman McConaghy
Members: Koester, Novitke

Absent: None

Also present: City Administrator Smith
Treasurer/Comptroller Behrens
City Clerk Hathaway
Deputy City Clerk Antolin

Motion by Novitke, seconded by Koester, that all items on tonight's agenda be received and placed on file.

Motion passed by the following vote:

Yes: Koester, McConaghy, Novitke
No: None
Absent: None

Motion by Koester, seconded by Novitke, that the meeting minutes dated February 26, 2018, be approved as submitted.

Motion passed by the following vote:

Yes: Koester, McConaghy, Novitke
No: None
Absent: None

The Committee commenced review of the proposed FY 2018/19 Budget.

Discussion ensued regarding the status of Bill Brickey from Plante Moran and the fiscal forecast. The Treasurer/Comptroller stated Mr. Brickey is preparing a quote and planning to assign accountant(s)/associate(s) to the project.

It was suggested not to pave Lochmoor at this time. Mayor Novitke requested budget numbers for City Engineers. The Treasurer/Comptroller stated that in FY 2017/18 \$452,469.82 was paid to AEW. Costs for projects performed by the City Engineers involving the State Revolving Fund (SRF) for FY 2016/17, FY 2015/16 and FY 2014/15 were \$600,000.00, \$506,000.00 and

\$404,000.00, respectively. The City Administrator stated roads and other projects need to be reviewed to determine whether AEW needs to be involved. AEW should not automatically be given any projects unless advised or recommended by City Officials. Mayor Novitke suggested to revisit AEW's fee schedule and contract. The City Clerk was asked to provide a copy of the current contract with AEW for the April 23, 2018, Finance Committee meeting.

The Committee reviewed sheets distributed by the Treasurer/Comptroller entitled:

1. 2018/19 Proposed Budget Summary;
2. 2018/19 Fiscal Year Budget Summary of Proposed Budget reflect \$60,000 savings;
3. 2018/19 Budget Worksheet – Public Safety.

Motion by Koester, seconded by Novitke, that tonight's meeting be adjourned at 9:18 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Paul Antolin
Deputy City Clerk

RECEIVED

7E

APR 09 2018

Beautification Advisory Commission
Lake Room – GPW Community Center
20025 Mack Plaza Dr., Grosse Pointe Woods
Meeting – March 14, 2018 – 7:00 p.m.

CITY OF GROSSE PTE. WOODS

Approved by
Commission
on
4-11-18

Present: Casinelli, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Ragland, Sauter, Spreder, Stephens, Stewart
Also Present: McConaghy
Excused: Arslanian, Miller
Not Present: Hess

Call to Order: The meeting was called to order by Chairperson McCarthy at 7:04 p.m.

Minutes: The February 14, 2018 meeting minutes were distributed and reviewed.
Motion by Stephens, seconded by Casinelli to approve the February 14, 2018 minutes as presented.
Motion carried by the following vote:
Yes: Casinelli, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Ragland, Sauter, Spreder, Stephens, Stewart
No: none
Excused: Arslanian, Miller
Not Present: Hess

Treasurer's Report: J. Hilton presented treasurers report. City Council approved \$1,000.00 deposit for Lochmoor Club to secure room for 2017~~8~~ Awards Night.
Motion by Sauter, seconded by Hage, to approve the report as presented.
Motion carried by the following vote:
Yes: Casinelli, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Ragland, Sauter, Spreder, Stephens, Stewart
No: none
Excused: Arslanian, Miller
Not Present: Hess

Chairperson's Report: Chairperson McCarthy shared the Beautification Council of Southeastern Michigan newsletter.

Awards Program: Stephens & Spreder presented update on Awards Program. Committee members will receive assigned areas and packet at April 11, 2018 meeting. Beautification Commission Awards Night will be November 14, 2018.
Motion by Stephens, seconded by Casinelli that the Beautification Advisory Commission recommend City Council approve an amount not to exceed \$1,500.00 for purchase of residential yard stakes.
Motion carried by the following vote:
Yes: Casinelli, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Ragland, Sauter, Spreder, Stephens, Stewart
No: none
Excused: Arslanian, Miller
Not Present: Hess

OTE

Tile/Mugs Program: Sauter updated committee on Tile Program. Several hundred in stock, lack of community interest.

Motion by Sauter, seconded by Ragland for the Beautification Advisory Commission to discontinue Tile Program.

Motion carried by the following vote:

Yes: Casinelli, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Ragland, Sauter, Spreder, Stephens, Stewart

No: none

Excused: Arslanian, Miller

Not Present: Hess

Flower Sale: Martin-Rahaim updated committee on 2018 Flower Sale.

Council Report: Council Representative McConaghy reported on the ~~March 5, 2018~~ City Council Meetings.

DPW: no report

Old Business: no report

New Business: no report

Motion by Medura, seconded by Spreder, to adjourn the Beautification Advisory Commission meeting at 7:58 p.m.

Motion carried by the following vote:

Yes: Casinelli, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Ragland, Sauter, Spreder, Stephens, Stewart

No: none

Excused: Arslanian, Miller

Not Present: Hess

Respectfully submitted,

Rachelle Koester

7F

RECEIVED

MAR 15 2018

City of Grosse Pointe Woods Historical Commission Minutes
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
Conference Room at City Hall
March 8, 2018

CITY OF GROSSE PTE. WOODS

approved by
commission on

4-12-18

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:33 p.m. by Chairperson Lynne Millies.

2. Roll Call

Present: Mary Kaye Ferry, Del Harkenrider, Shirley Hartert, Suzanne Kent, Lynne Millies, Sean Murphy, Becky Veitengruber, Giles Wilborn

Unexcused: Frank Romano

Also Present: Council Representative George McMullen Jr., GPW resident George Bailey, City employee Ashley Radcliffe

3. Approval of Agenda

Motion by Ferry, seconded by Hartert, to approve the agenda as presented. Ayes: all. Motion carried.

4. Approval of Minutes

Motion by Wilborn, seconded by Ferry, to approve the February 8th, 2018 minutes as presented. Ayes: all. Motion carried.

5. Items

A. Report of Treasurer:

Hartert shared the Revenue and Expense Report. She also reported that City Council approved the budget of the commission.

B. Cook Schoolhouse Project:

Ferry shared with the commission that she sent George McMullen Jr. a list of dates of discussions she and fellow commission members had with Joe Ahee regarding maintenance of schoolhouse. Ferry reported that DPW has addressed the problem with the humidifier in basement of the schoolhouse.

C. Commission Files:

Kent shared an update about her researching the process of deaccession for some commission archives.

6. Old Business

A. *Member Vacancy:*

Veitengruber reported that the council has the commission's member vacancy information on their March 19th meeting agenda.

B. *Memorial Day:* Details were discussed and tasks delegated to prepare for the annual Memorial Day Circle of Honor Event.

7. New Business

New Directory:

1. Commission requested an updated directory of its members. Ashley Radcliffe reported that she will compile and share once a new member joins.
2. Millies reminded commission of Open House dates for 2018 (June 9, July 21, September 15, October 13) and asked members to sign up to host, at next meeting.

8. Public and Commissioner Comments

- A. Kent shared information on the upcoming Michigan Local History Conference that will be held March 23 & 24 at the Wyndham Hotel in Sterling Heights.
- B. Council Representative McMullen Jr. shared some updates with the commission about city happenings.

9. Adjournment

The meeting adjourned at 8:37 p.m. by chairperson Millies.

Respectfully submitted:

Becky Veitengruber, Secretary

***The next meeting of the Grosse Pointe Woods Historical Commission will take place on
April 12th, 2018 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza
Drive, Grosse Pointe Woods, MI 48236***

CITY OF GROSSE POINTE WOODS
20025 MACK AVENUE
GROSSE POINTE WOODS, MI 48236
(313) 343-2440

RECEIVED

APR 19 2018

8A

CITY OF GROSSE PTE. WOODS

APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220
Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: Lori Ann Romanik Birth Date: September 2, 1967
Home address: 8320 Riviera Circle North, Sterling Heights, Michigan
(Cell) Telephone: (586)-243-5905 Driver's License No. 48313
Business Name: C.K. Corporation Telephone: (586)-755-4888
Business Address: 23968 Sherwood, Centerline, Michigan 48015
Description of Business: ice cream vending

Assistants:

Name	Address	Date of Birth
------	---------	---------------

Name	Address	Date of Birth
------	---------	---------------

Name	Address	Date of Birth
------	---------	---------------

If vehicle used, describe: 1994 Chew Step Van CC44116

Other cities served: Grosse Pointe Park, Harperwood, St. Clair Shores,

Years previously licensed in Grosse Pointe Woods: 1998 thru

VENDOR: Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

REFUSE VENDOR: Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

SOLICITOR: Shall not walk on residential or commercial lawns; must use sidewalk.

NO PERSON: Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

LICENSE: The license issued shall expire on December 31 of the year issued. The license fee is to be paid at the time of issuance.

Signed: Lori Ann Romanik Date: April 19, 2018

State of Michigan)
County of Wayne) ss.

Subscribed and sworn to by Colleen Corder
before me on the 19 day of April, 2018

Colleen Corder

Signature of Notary Public

My Commission expires: 1-25-2021

COLLEEN CORDER
Notary Public - Michigan
Macomb County
My Commission Expires Jan 25, 2021
Acting in the County of Wayne

	Approve	Deny
Public Safety:	<u>[Signature]</u>	
City Clerk:		
Council Action:		
Plate No.:		
Date Issued:		
By:		

CITY OF GROSSE POINTE WOODS
20025 MACK AVENUE
GROSSE POINTE WOODS, MI 48236
(313) 343-2440

RECEIVED

APR 12 2018

APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ETC.
CITY OF GROSSE PTE. WOODS

Chapter 10 Businesses. Section 10-220
Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: John Joseph Case Birth Date: 09/25/1980

Home address: 41432 Windmill St. Harrison Twp MI 48045

Telephone: (586) 557-1466 Driver's License No. [REDACTED]

Business Name: Edward Jones Investments Telephone: (586) 773-0181

Business Address: 21115 Mack Ave Ste 200 Grosse Pte Woods MI 48236

Description of Business: Investment Firm

Assistants: Christine Davis 53875 Paul Wood Dr 06/24/1957

Name Address Date of Birth

Name Address Date of Birth

Name Address Date of Birth

If vehicle used, describe: 2017 Chevy Silverado BQV 8763
Year Make Model License Plate #

Other cities served: _____

Years previously licensed in Grosse Pointe Woods: 2015, 2016 and 2017

VENDOR: Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

REFUSE VENDOR: Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

SOLICITOR: Shall not walk on residential or commercial lawns; must use sidewalk.

NO PERSON: Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

LICENSE: The license issued shall expire on December 31 of the year issued. The license fee is to be paid at the time of issuance.

Signed: [Signature]

Date: 4/12/18

4/12/18

State of Michigan
County of Wayne } ss.

Subscribed and sworn to by John Case
before me on the 12 day of April, 2018

Signature of Notary Public

My Commission expires: 06-25-2020



Public Safety:	<u>Approve</u>	<u>Deny</u>
City Clerk:	<u>[Signature]</u>	
Council Action:		
Plate No.:		
Date Issued:		
By:		



**CITY OF GROSSE POINTE WOODS
DEPARTMENT OF PUBLIC SAFETY**

8B

RECEIVED
APR 13 2018
CITY OF GROSSE POINTE WOODS

Date: April 12, 2018

To: Bruce Smith, City Administrator

From: John G. Kosanke, Director

Subject: Budget Transfer Request- Dispatch Training

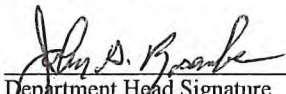
We currently have \$1,500.00 of unused funds for college tuition reimbursements set aside in the fringe account 261-655-960.000 (Education & Training – 911 Emergency Services.) This money will not be used by the end of this fiscal year and is needed in account 261-650-960.000 (Education & Training – 911 Emergency Services). The money that was budgeted for various dispatch training in account 261-650-960.000 has already been used and the account has a negative balance of \$45.74. The department's need for dispatch training has increased due to the new dispatchers we have hired. We are anticipating an additional \$1,166.00 to be spent for dispatch training before the end of the current fiscal year. Reimbursement for this training will come from the Dispatcher Training Grant.

We have requested an increased amount for dispatch training in the upcoming budget.

I am requesting a budget transfer of \$1,500.00 from account 261-655-960.000 into account 261-650-960.000.

Department Certification:


I hereby certify that the above items are necessary for the proper operation of this Department.



Department Head Signature

Fund Certification:

A budget transfer is required from Account No. 261-655-960.000 into Account No. 261-650-960.000 in the amount of \$1,500.00, and that the account number has been verified.



Treasurer/Comptroller Signature

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.



City Administrator Signature

City of Grosse Pointe Woods
Department of Public Safety
Annual Report
2017



RECEIVED
MAY -2 2018
CITY OF GROSSE PTE. WOODS

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CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY



John G. Kosanke, Director
20025 Mack Plaza
Grosse Pointe Woods, MI 48236-2397

May 01, 2018

Mayor Robert Novitke
Grosse Pointe Woods, MI 48236

Dear Mayor and City Council,

On behalf of the members of the Department of Public Safety, I am pleased to present the Annual Report for 2017 showing the crime statistics of the Grosse Pointe Woods Department of Public Safety. 2017 was a year of many accomplishments for the department. Our department has strived this past year to maintain a safe community and to deliver the best possible service to our residents and businesses.

We experienced 617 crimes in 2017, which represents a 5% decrease from the 649 reported in 2016. Our crime statistics show an 11% decrease in the crime of larceny, which continues to be the highest crime experienced in our community. We are pleased to report that the crime of burglary also decreased by 43%. Our statistics also show a 28% decrease in damage to property incidents, a 39% increase in fraud, and a 42% increase in DUI arrests.

There was a 42% increase in fire runs with 282 in 2017 compared to 199 in 2016. The number of actual fires increased from 25 to 29 although the amount of fire damage was reduced from \$330,787 in 2016 to \$45,500 in 2017.

An important resource for the community was established in November 2017 when the implementation of Smart911 technology was completed in our Dispatch center. Our dispatchers were trained for this service, which is free to all users through a State of Michigan grant. A 911 call is typically made under situations involving panic or the inability to communicate clearly. The Smart911 service provides accurate and necessary information to the dispatcher. The technology is currently in use by over 31.1 million residents in over 40 states.

The service enables both cellular and landline callers to create a profile, which can show the caller's address, medical condition, vehicle information, pet information, and any other pertinent details they would like to provide. Prior to the implementation of Smart911, dispatchers would not be able to see the cellular caller's address as they do when they receive a call from someone who has a landline. Having the accurate information needed in a crisis will save valuable time for our first responders and is especially vital for residents experiencing medical emergencies.

The department filled two part-time dispatch positions, one part-time Records position, and hired two new officers to maintain minimum staffing requirements. The achievement of becoming fully staffed at the end of December 2017, after a long period of being under-staffed, involved intensive training for the new employees, which continues into the new year.

A highly trained department is necessary for day-to-day operations, and in particular, for unexpected events such as the three major gas main leaks which occurred in the city in the spring of 2017. The leaks at Mack and Allard, Wedgewood, and Morningside and Coventry Lane caused evacuations. The combined efforts of Department of Public Safety and Public Works employees kept the situations under control.

As our officers work diligently to protect the community, it is our job to do our best to protect them. The purchase of twenty-one new bulletproof vests for our officers was required in 2017 to replace vests that were past the five-year expiration date.

The department's SCBA (Self-Contained Breathing Apparatus) equipment was replaced at the end of March 2017 with the grant money received from the Assistance to Firefighters Grant (AFG), bringing us up to the current NFPA standards. The upgraded equipment provides the officers with greatly enhanced features to help them safely do their jobs.

The annual replacement of five sets of fire gear at a cost of \$2,621.00 each and five prep radios at a cost of \$3,931.00 each continued in 2017. Other equipment has been replaced when necessary.

The department made the change from paper traffic citations to electronic tickets in July 2017. The technology for eCitations (electronic citations) already existed in our records management system known as CLEMIS, and is used by 76 percent of other departments who use CLEMIS. The benefits over the traditional paper-ticketing method include less data entry for court employees and records clerks, more time for officers to spend on patrol, fewer incorrect citations, and quick access to traffic violations and accident data. Our officers use the new electronic tickets while our parking attendants will continue to use paper citations until the city's parking meters are updated, at which time a new system will be implemented. The decision to continue to use paper parking citations for the parking attendants was made because a portable parking citation system would have been very expensive up front, would not have been supported by CLEMIS and would have not been compatible with the Court's GIS system.

The department's ambulance, manufactured in 2008, was sold in September 2017 to another city. The ambulance had been taken out of service in 2014 when the City of Grosse Pointe Woods privatized its ambulance service. Despite being in good condition, the ambulance was depreciating in value and had only been used once in the past three years.

A major focus of the department in 2017 was to closely monitor vehicles on the roadway with an increased visual presence. For the second consecutive year, the Grosse Pointe Woods Department of Public Safety was a recipient of the Traffic Safety Grant from the Michigan Office of Highway Safety Planning. The \$259,000 grant was distributed to ten Wayne County law enforcement agencies on October 1, 2017.

An amount close to \$20,000 received from the grant enables our officers to schedule special patrols which focus on impaired and distracted driving, the running of red lights and speed enforcement. During the 2016-2017 grant period, the department logged in 267 hours devoted to the grant. Forty-six arrests resulted from the 347 citations issued. The arrests were for unlicensed or suspended drivers, operating a vehicle while intoxicated, drug possession and/or warrant arrests. Additional traffic enforcement during holidays known for impaired driving has also been made possible due to the grant.

The protection of children in our community has always been a priority for the department. Regularly scheduled walk-throughs by officers at Grosse Pointe North High School and Parcels Middle School have helped to build a strong relationship between the schools and the Public Safety Department. Students have grown accustomed to seeing officers on a daily basis and can feel confident in knowing that their safety and protection is something that matters.

Our annual Public Safety Open House event included sessions on fire safety, a smoke house demonstration, a K-9 demonstration, a visit from the Michigan State Police Bomb Squad, child car seat safety inspections, and child fingerprinting. Last year's event, held on October 8, 2017, once again brought out record crowds.

As our officers work to the best of their ability to serve and protect the public, Chaplain Matthew Swiatek continues to provide a steady source of support and guidance for them whenever needed.

As you can see, much was accomplished in 2017 but there is much more work yet to be done in 2018.

I would like to thank the Mayor and City Council for their help and support as we move closer to bringing my vision for the department a reality. In addition, I would like to thank City Administrator/Police Commissioner Bruce Smith for his continued support and guidance. I would also like to express appreciation to the residents and business owners of Grosse Pointe Woods for their support and recognition of the efforts of the members of our Public Safety Department. Most of all, I would like to thank the members of my department for their hard work and dedication.

The safety and well-being of the members of this community will be my priority as I continue to work to the best of my ability to improve our department.

Respectfully yours,

John G. Kosanke

John G. Kosanke, Director of Public Safety

MISSION STATEMENT



The Mission of the Grosse Pointe Woods Department of Public Safety is to continually strive to improve the safety and quality of life within our community. This will be accomplished through a broad based combination of traditional and innovative police, fire and emergency medical services while always protecting constitutional and basic human rights. All members of the Department will at all times stand accountable for their conduct.



INTRODUCTION



Director of Public Safety John G. Kosanke

Each year, the Grosse Pointe Woods Department of Public Safety prepares an annual report of crime statistics for the City of Grosse Pointe Woods, the Michigan Incident Crime Reporting (MICR), and the Federal Bureau of Investigation Uniform Crime Report (UCR). This data is compiled from offenses reported to the Department of Public Safety, monthly police reports, and individual crime incident reports.

The primary objective of this annual report is to provide a reliable set of criminal justice statistics for police administration, operations, and management. The localized study of crime data enables personnel to assess the influence of crime in areas, neighborhoods, and with people. Similarly, crime statistics permit analysis among neighboring jurisdictions and with those of similar populations and other characteristics. A broad examination of the crime data allows individuals to view the nature and movement of crime, underlying changes, and fluctuations throughout the City of Grosse Pointe Woods, the State of Michigan, and the United States.

The Department of Public Safety is committed to improving the reliability and validity of our crime reporting data. We are attempting to achieve this goal by study and analysis of major crime indexes and understanding the impact of classification revisions mandated by the State. As a result, some offense categories have decreased, while others have increased. Our efforts are to provide a reporting system that will be more accurate, valid, reliable, and compatible with State and Federal standards.

DEPARTMENT PERSONNEL

Director of Public Safety

John G. Kosanke

Police Commissioner

Bruce Smith

Lieutenants

James Lefurgey

Keith Waszak

Sergeants

Brian Conigliaro

Walter Galat

David Gardzella

Matthew Muzia

Joseph Provost Jr.

Brian Urban

Public Safety Officers

Miles Adams

Mark Agnetti

James Arthur

David Empson

Darrell Fisher

Gerald Genna

Eugene Gunnery

Sean Gunnery

Joseph Hazuka

Anthony Hojnacki

Neal Kapoor

Timothy Livingston

Jeffrey Martel

Martin Mitchell

Scott Nota

Kyle Seidel

Jarod Smith

Dennis Walker

Chaplain

Matthew Swiatek

Detectives

Kevin Bonk

Anthony Chalut

Detective/ Traffic Safety Officer

Ryan Schroerlucke

Clerk Dispatchers

Agnes Burcar

Patricia Czech

Heather Hernadi

Erin Leggett

Christopher McEveney

Gwendolyn Mitchell

Gregory Tourville

Code Enforcement

Debbie Reed

Parking Enforcement

Debra Fox

Carolyn Schefke

Confidential Administrative Assistant

Claudette Darga

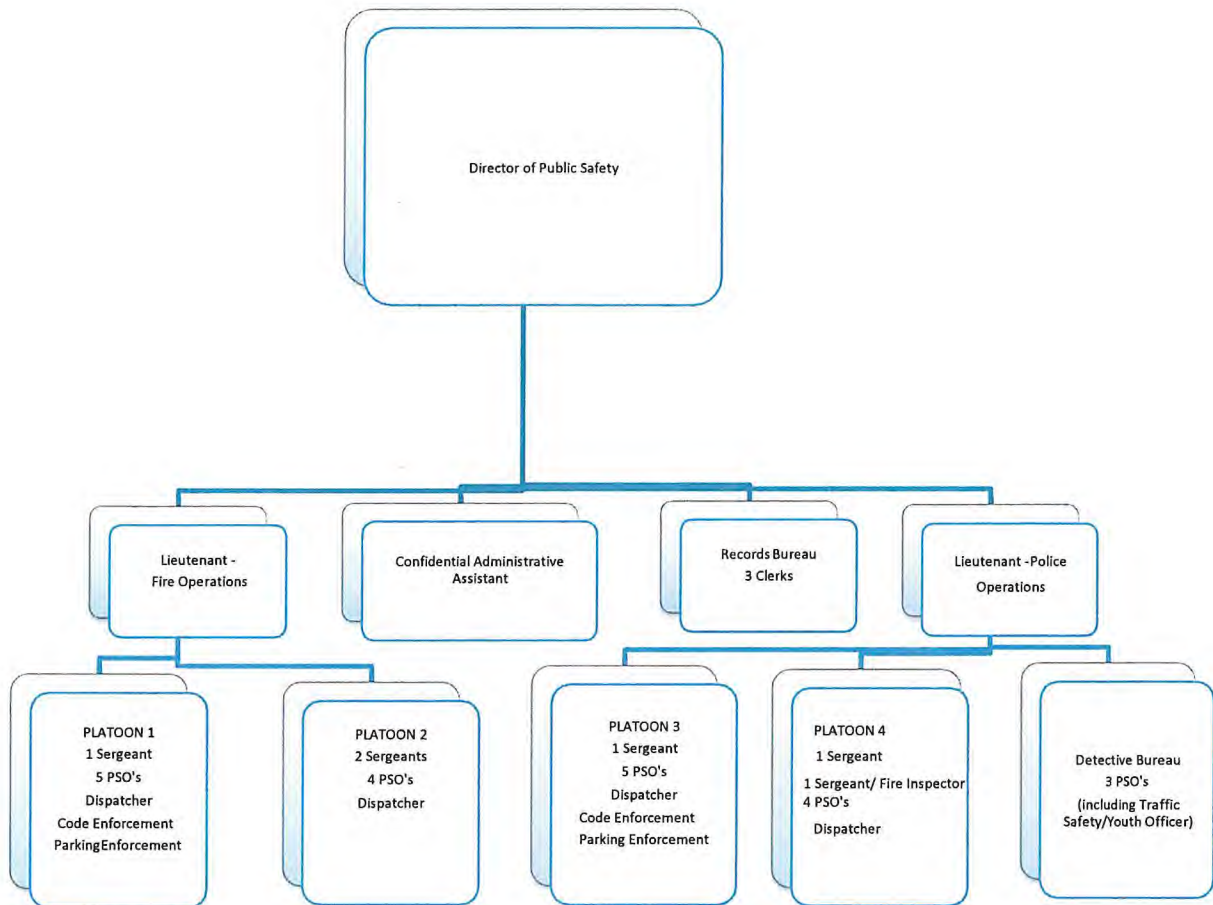
Records Department Clerks

Diana Cormier

Darlene Jepson

Tina Verbeke

ORGANIZATION CHART



Department Personnel:

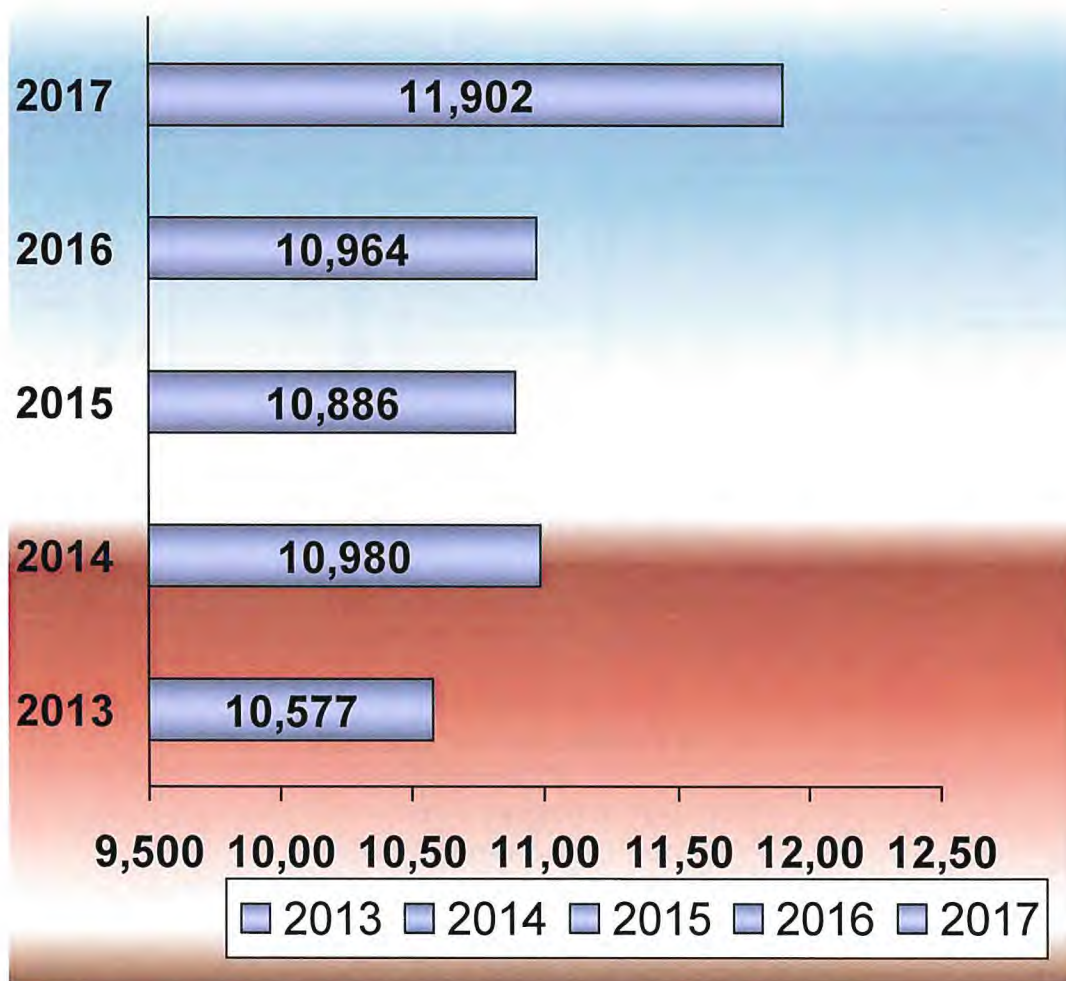
1 Director of Public Safety
 1 Confidential Administrative Assistant
 2 Lieutenants
 6 Sergeants
 21 Public Safety Officers
 2 F/T Dispatchers
 5 P/T Dispatchers
 1 F/T Code Enforcement Officer
 2 P/T Parking Enforcement Officers
 1 F/T Administrative Clerk
 2 P/T Administrative Clerks

TOTAL INCIDENTS 2013 - 2017

Since the utilization of CLEMIS, the department has been able to successfully capture a wide magnitude of crime statistics. This valuable resource continues to enhance department operations with its ease of use and impressive capabilities.

The department responded to 11,902 calls for service in 2017.

The five-year average is 11,062 calls for service.



INDEX CRIMES BREAKDOWN

The National Crime Index is composed of selected offenses used to gauge fluctuations in the overall volume and rate of crime reported to law enforcement. Index Crimes are considered to be the most serious of all crimes reported.

These include the violent crimes of:

- **Aggravated Assault**
- **Arson**
- **Auto Theft**
- **Burglary**
- **Criminal Homicide**
- **Criminal Sexual Conduct**
- **Larceny - Theft**
- **Robbery**

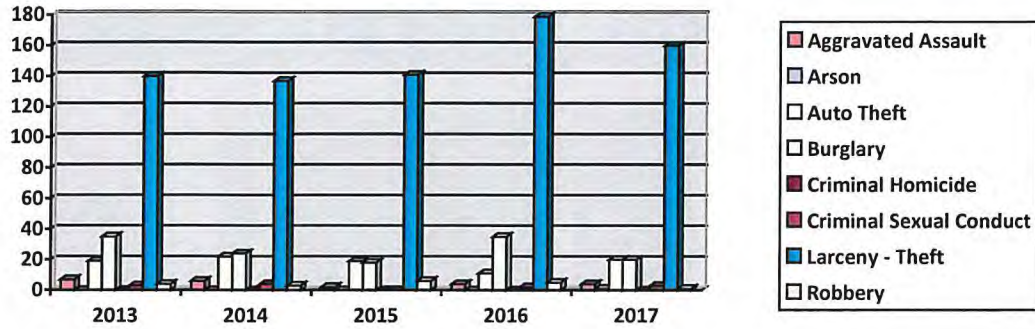
NON-INDEX CRIMES BREAKDOWN

Non-Index offenses encompass all other reportable classifications outside those defined as Index Offenses. Only arrest data involving the Non-Index offenses are reported to the FBI.

These include the crimes of:

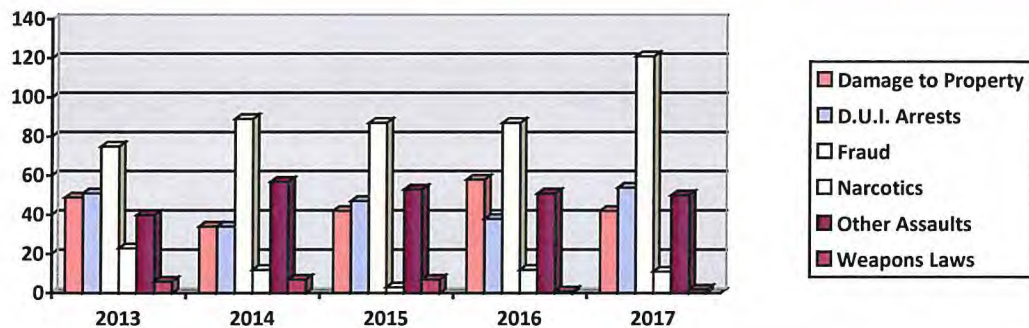
- **Curfew and Loitering Laws (persons under 18)**
- **Damage to Property**
- **Disorderly Conduct**
- **Driving Under the Influence of Alcohol**
- **Drug Abuse Violations**
- **Drunkenness**
- **Embezzlement**
- **Forgery and Counterfeiting**
- **Fraud**
- **Gambling**
- **Liquor Laws**
- **Offenses Against the Family and Children**
- **Other Assaults**
- **Prostitution and Commercialized Vice**
- **Runaways (persons under 18)**
- **Sex Offenses**
- **Stolen Property: Buying, Receiving, Possessing**
- **Weapons: Carrying, Possessing, etc...**
- **All Other Offenses**

INDEX CRIMES TOTALS



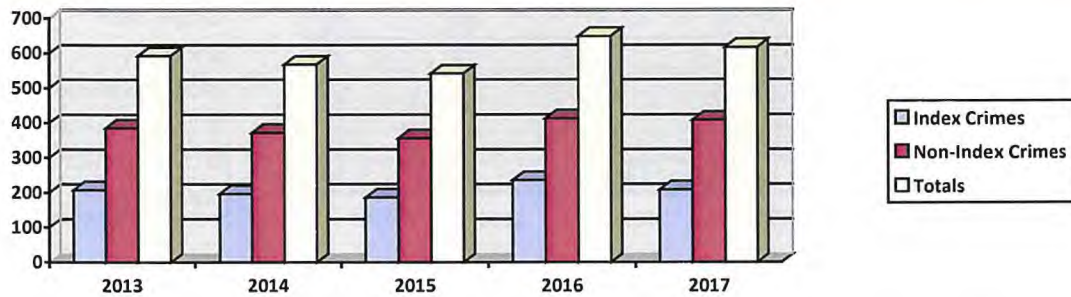
	2013	2014	2015	2016	2017
Aggravated Assault.	7	6	2	4	4
Arson	0	0	0	0	1
Auto Theft	19	22	19	11	20
Burglary	35	24	18	35	20
Criminal Homicide	0	0	0	0	0
Criminal Sexual Conduct	3	4	0	2	3
Larceny - Theft	140	137	141	179	160
Robbery	4	3	6	5	1

NON - INDEX CRIMES TOTALS



	2013	2014	2015	2016	2017
Damage to Property	49	34	42	58	42
D.U.I. Arrests	51	34	47	38	54
Fraud	75	89	87	87	121
Narcotics	23	12	3	12	11
Other Assaults	40	57	53	51	50
Weapons Laws	6	7	7	1	2

CRIME TOTALS



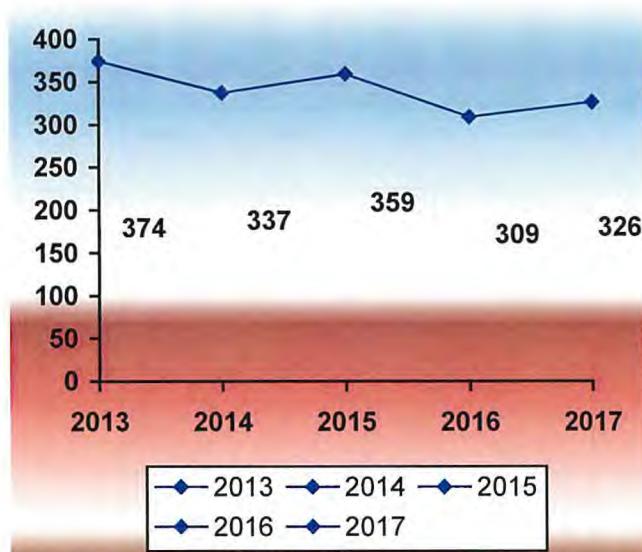
	2013	2014	2015	2016	2017
Index Crimes	208	196	186	236	209
Non-Index Crimes	385	372	356	413	408
Totals	593	568	542	649	617

The 617 Index and Non-Index crimes reported this year represents a 5 percent decrease from last year. The five-year average is 594 Index and Non-Index crimes.

ARREST TOTALS 2013 - 2017

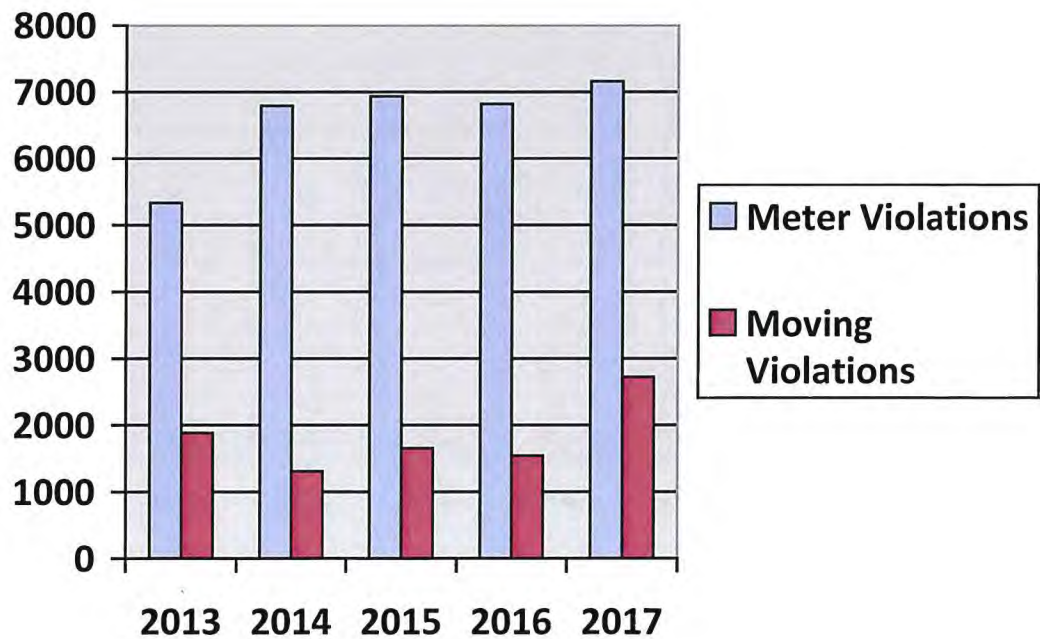
The five - year average is 341 arrests per year.

Arrests increased from last year by 5.5 percent.



MOVING AND METER VIOLATIONS

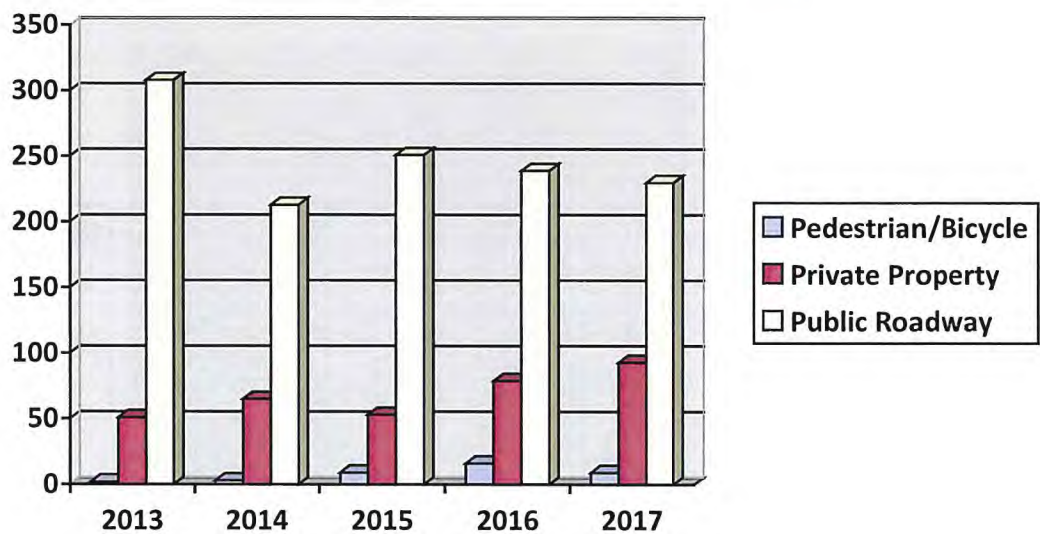
Using computers, updated radars, preliminary breath instruments, and mobile fingerprint readers in the patrol vehicles, the Public Safety Department continues to enforce traffic violations in the most effective manner possible.



	2013	2014	2015	2016	2017
Meter Violations	5333	6793	6938	6821	7164
Moving Violations	1883	1306	1652	1541	2724

TRAFFIC AND PEDESTRIAN ACCIDENTS

The statistics below include figures for private property accidents. The State of Michigan, for reporting purposes, does not include or record private property accidents. These types of accident reports are taken as a courtesy to citizens.



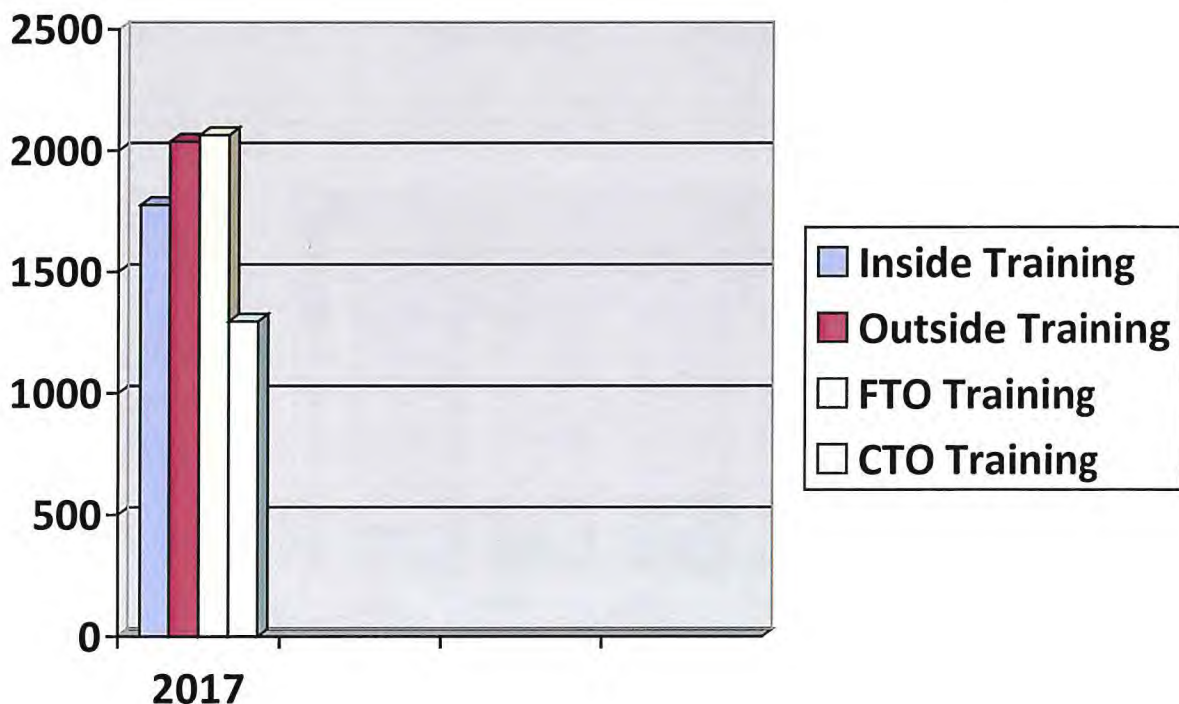
	2013	2014	2015	2016	2017
Pedestrian/Bicycle	2	3	9	16	9
Private Property	51	65	53	79	93
Public Roadway	308	213	251	239	230

There were no fatalities in 2017.

DEPARTMENT TRAINING

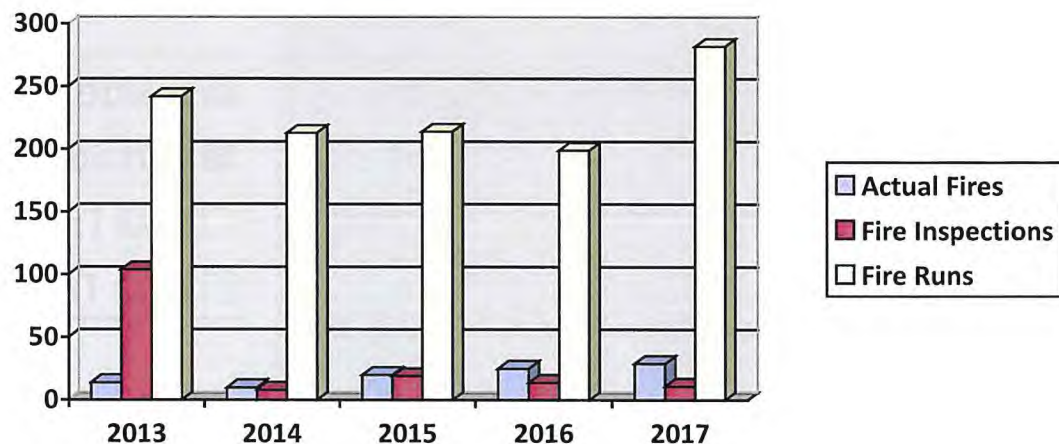
Members of the department work diligently with specialized rescue tools and fire equipment to train in preparation of any impending emergency. Members of the department attended 2,038 hours of Police and Fire training courses at local colleges and other training facilities in 2017 and participated in 1,776 hours of in-house training. The department received a total of 3,814 hours of training in 2017, a 9 percent increase from the 3,503 hours of training received in 2016 and a 67 percent increase from the 2,286 hours in 2015.

In addition, 2,064 hours were spent training new officers (Field Training Officer training known as FTO training) and 1,296 hours were spent training new dispatchers (Communications Training Officer training known as CTO training). The grand total of all department training in 2017 was 7,174 hours.



FIRE OPERATIONS

The Department prides itself on its quick response to all emergencies. In addition to eleven dwelling fires and one commercial building fire in Grosse Pointe Woods, our firemen also responded to seven vehicle fires, ten dumpster fires and eighty-one electrical related/power lines down incidents. We also provided mutual aid assistance for nine fires in Harper Woods and two fires in Grosse Pointe Shores. The reduction of fire inspections, which began in 2014, continued in 2017 due to the continued assignment to road patrol of the Sergeant who also serves as our Fire Inspector, allowing minimal time for inspections.



	2013	2014	2015	2016	2017
Actual Fires	14	10	20	25	29
Fire Inspections	104	8	19	14	11
Fire Loss	\$238,750	\$232,700	\$388,500	\$330,787	\$45,500
Fire Runs	242	213	214	199	282

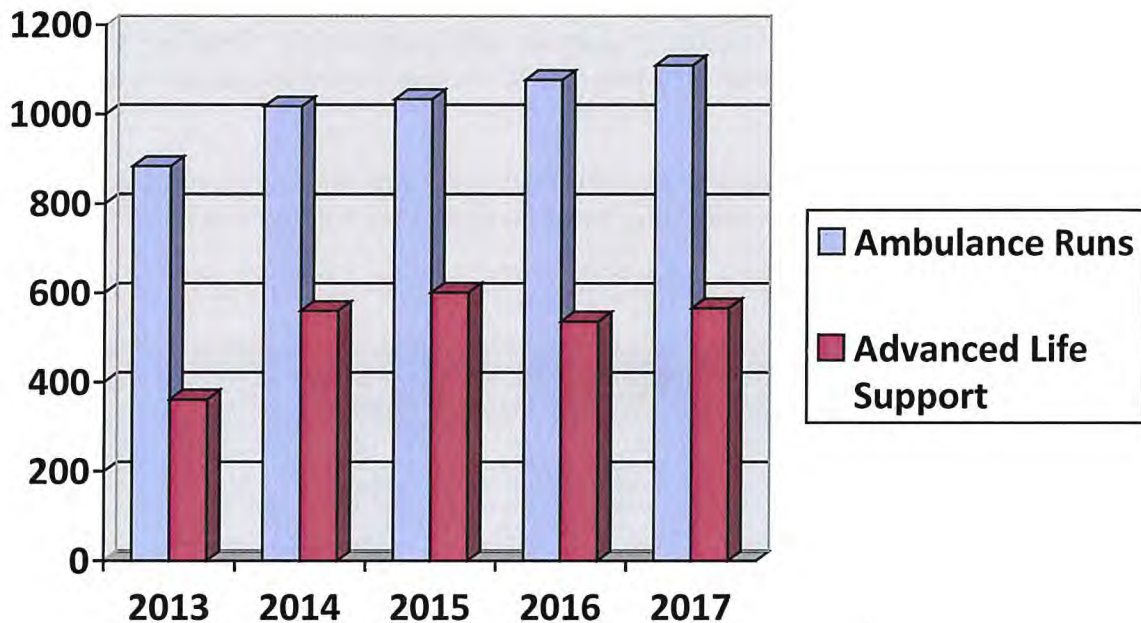
There were no fatalities or serious injuries resulting from the 29 actual fires in 2017.

EMERGENCY MEDICAL SERVICES

In the spring of 2014, the City contracted with Medstar Ambulance to provide dedicated emergency ambulance service. In addition, a public safety officer responds to every ambulance run. All of our patrol vehicles are equipped with Automatic External Defibrillators (AED's). The switch to a privatized ambulance service was designed to save the city money without sacrificing the quality of service or patient care for our residents.

With enhanced technology and equipment, the paramedics from Medstar can begin advanced lifesaving procedures and transmit reports to area hospitals before the patient arrives.

The 1,110 ambulance runs in 2017 represents a 3% increase from the 1077 runs in 2016 and the 566 runs involving advanced life support represents a 5.6% increase from the 536 advanced life support runs in 2016.



	2013	2014	2015	2016	2017
Ambulance Runs	884	1018	1034	1077	1110
Adv. Life Support	361	560	601	536	566
% Adv. Life Support	41%	55%	58%	50%	51%

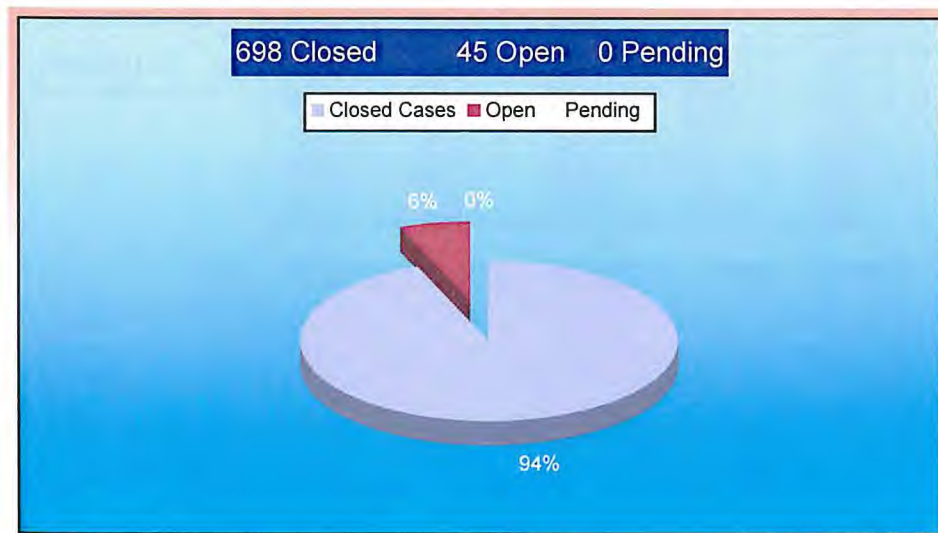
DETECTIVE BUREAU

The Detective Bureau is the Criminal Investigation Unit for the Department. The detectives assigned to this unit are responsible for investigating all crimes committed against persons or property in the community. They are on-call 24-hours a day to respond to a crime scene. All detectives receive specialized training to develop and enhance their investigative skills including attending legal update training and meetings with detective bureaus from neighboring jurisdictions. The Detective Bureau is also responsible for monitoring businesses that possess a Michigan liquor license to ensure compliance with Michigan liquor laws.

The Grosse Pointe Woods Detective Bureau, which operates under the supervision of Lieutenant Keith Waszak, consists of Detective Kevin Bonk, Detective Anthony Chalut, and Detective Ryan Schroerlucke. The detectives are responsible for investigating crimes, collecting and preserving evidence, identifying perpetrators, interviewing witnesses, interrogating suspects, and preparing cases for successful prosecution.

In addition to criminal investigations, Detective Ryan Schroerlucke also serves as the department's Youth Officer by overseeing crimes and violations by persons under the age of 17. Detective Schroerlucke is a direct liaison with school administrators, teachers, and students and maintains an additional office in Grosse Pointe North High School.

Detective Schroerlucke is also responsible for the Community Crime Prevention Program and Traffic Safety, overseeing crossing guards, conducting traffic and speed studies, and investigating traffic-related incidents.



94% of the 743 Criminal Cases assigned to the Detective Bureau in 2017 are closed.

SPECIAL RESPONSE TEAM (SRT)



The Special Response Team (SRT) is a specially trained law enforcement team comprised of 13 members of the five Grosse Pointe area departments and Harper Woods, which responds to potentially dangerous situations. The SRT executes search and arrest warrants, intervenes in hostage situations, works on counter-terrorism missions, provides perimeter security for high-profile events, and provides assistance in other high-risk situations.

SRT members underwent 200 hours of training in 2017 to keep their tactical skills at a high level. SRT members receive training in the areas of firearms, building entry tactics, hostage rescue tactics, search tactics, tactical medical aid, and K-9 integration. The two Grosse Pointe Woods officers who are members of the SRT are able to pass on the valuable training techniques they learned to other members of the department.

Although the SRT was only activated twice in 2017, they are essential in today's uncertain world. In February, they responded to a potential civil disturbance in front of a Grosse Pointe Farms restaurant. In December, the SRT was called out to conduct a search warrant at a house on Maryland in Grosse Pointe Park. The search produced over \$15,000 in cash as well as 4,000 Xanax pills, over one pound of marijuana, and dozens of other cannabis substances. One suspect was arrested and charged with several felonies.

CROSSING GUARDS

The parents of our community depend upon our Crossing Guard team for the safety of their children when walking or riding a bicycle on their route to school or home. No matter what the weather is, our team of dedicated guards is ready to guide and protect our children. We are deeply appreciative of their efforts.



Our crossing guard team operates under the guidance and supervision of Detective Ryan Schroerlucke.

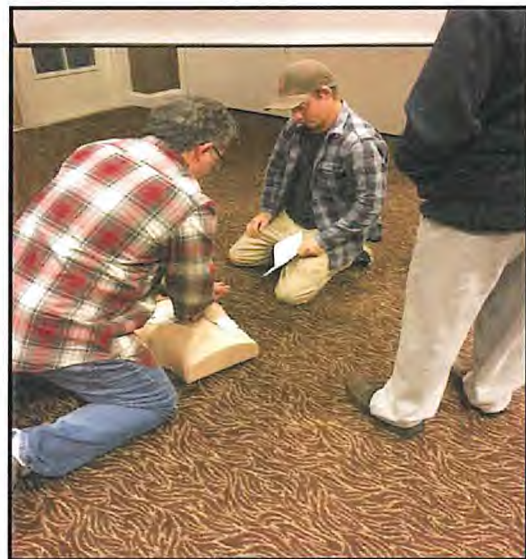
Pictured above from left to right in the top row are: Kathleen Guertin, Renee Dicristofaro, Debra Miller, Marjorie Schneider and Ruiling Ruan. Pictured from left to right in the bottom row are Marjorie Warhurst, Charlotte Monaghan, Sharon Harden-Bullock, Mary Moore, Amy Biange, Alonzo Moore, Jean Segodnia, William Westwood, and Theodore Colborn. Not pictured are Frank Dicristofaro and Nancy Smialek.

AUXILIARY UNIT

The volunteer Auxiliary Unit is a vital resource for the Department. Not only do they assist officers at community events such as the Fire Safety Open House, but they also provide assistance at fire scenes, perform fire hose testing protocols, and perform other essential duties. They are an indispensable part of our community

The Auxiliary Unit underwent 666 hours of training and devoted 375 hours of service to the City of Grosse Pointe Woods in 2017. Three officers attended the Reserve Academy at Macomb College in December. The training entailed 150 hours focused on the subjects of Criminal Law, Subject Control, Firearms, and First Aid/CPR.

Our current Police Auxiliary Unit includes Captain David Podeszwick, Squad Leaders Jerome Haraburda and Charles Thomas, and Auxiliary Officers Evan Allemon, Ryan Allemon, Thomas Angellotti, Patrick Berns, Jose Carrion, Angelo Gritsas, Allen Herfi, Mark Higgins, Keith Kurtz, John Mowatt, and John Sabol. The department liaison is Detective Kevin Bonk.



Pictured above are Auxiliary officers doing CPR training.

OFFICER OF THE YEAR



The recipient of the 2017 Officer of the Year award is Officer Sean Gunnery, who joined the department in November 2014 after retiring from the City of Harper Woods, where he served as fire chief for eight years. Officer Gunnery has taken it upon himself to become actively involved with the community by doing multiple walkthroughs in our schools and hosting informative station tours with Cub Scout and Girl Scout troops.

Officer Gunnery is pictured above at the September 11, 2017 dedication ceremony at the AMVETS Post No. 57, which he co-organized with Kathy Sarvis-Adamski. The anniversary of the September 11 tragedy was commemorated with the unveiling of a permanent memorial made from a steel beam salvaged from the World Trade Center in New York. The project began 18 months earlier when the steel beam was donated to the Harper Woods Fire Department from the New York and New Jersey Port Authority.

Officer Gunnery's congenial personality and compassion for others has made a great impact on our community in the short time that he has been with the department.

SUPERVISOR OF THE YEAR



Sergeant Joseph Provost has been awarded the Supervisor of the Year award for 2017. The ultimate good deed that a Public Safety officer can do is to save a life and Sergeant Provost did just that on January 23 when the department received a report of a truck in the road with the flashing hazard lights on. A driver who appeared to be in cardiac arrest occupied the truck.

Upon arriving at the scene, Sergeant Provost instructed an officer to shut off the running vehicle by reaching through the sunroof. Under difficult circumstances, he then administered chest compressions to the unconscious driver. Sergeant Provost was assisted in transporting the patient to a stretcher when Medic 5 arrived on the scene. Once in the ambulance, he ventilated the patient while simultaneously contacting Dispatch. The patient was expected to make a full recovery.

Sergeant Provost, who has been a member of the department for 15 years, was promoted to the rank of Sergeant in 2016. He is the department's sole certified fire inspector and is responsible for the fire-training portion of our FTO program. His additional responsibilities include coordinating our hydro testing, hose and ladder testing, pump operations, and the maintenance of our SCBA equipment. In addition to being a certified EMT, Sergeant Provost has amassed an abundance of wealth and knowledge from numerous training programs.

HONORS & AWARDS

Officer Gerald Genna, a ten-year veteran of the department, was honored on May 3, 2017 at the 35th annual Respect for Law Program sponsored by the Lakeshore Optimist Club. The event, which was attended by law enforcement officials from surrounding communities, was held at the Lochmoor Club in Grosse Pointe Woods.

Officer Genna received his award for the alertness he displayed on March 29, 2016 when he noticed a suspicious subject riding a bicycle when he was out on routine patrol. After stopping the subject to question him, Officer Genna noticed that the dome light was on in a vehicle parked nearby. He requested that another officer investigate the vehicle and it was discovered that the vehicle had been tampered with and wet dew tracks led right to the subject's bicycle. Multiple stolen items were discovered inside the subject's backpack when Officer Genna placed him under arrest. The arrest cleared up multiple felony cases from various jurisdictions for financial device theft.



Officer Genna is pictured above on the right as he accepts the award from Attorney David Franks.

NEW HIRES

Five new members joined the department in 2017: two officers, two part-time dispatchers, and a part-time Records clerk.



The trio pictured above are Records Clerk Tina Verbeke, and new Officers Jarod Smith and Miles Adams. Tina, who retired as an assistant store manager after a long career in retail, comes to us with an abundance of energy and enthusiasm about her new job. Officers Smith and Adams came to us fresh out of the Macomb Police Academy – both officers also have previous experience as firefighters.

New part-time dispatchers Erin Leggett (pictured above on the left side) and Gwendolyn Mitchell (pictured above on the right side) are at the opposite ends of the spectrum when it comes to prior dispatch experience. Ms. Leggett has 26 years of experience as a 911 dispatcher, including 21 years as a dispatch supervisor. Although the world of dispatch is brand-new to Ms. Mitchell, she has proven to be an eager learner as well as someone who will be gracious and kind to the public that she now serves.

We extend a warm welcome to the newest additions to our department!

RETIREMENTS

Three valued members of the department retired in 2017.



The department lost over fifty years of combined experience in 2017 with the retirement of three longtime members.

Dispatcher Thomas Holloway (pictured at the top left) retired in April 2017 after 13 years as a part-time dispatcher, giving him the freedom to travel the world as he so desired.

The next to leave was Sergeant Richard Dutcher (pictured at the top right) who retired after 23 years of service. Sergeant Dutcher had been instrumental in the training of new officers and left behind a significant imprint on our FTO program.

Part-time Records clerk Diane Janis, who began her career in the Building Department, retired after 18 years of employment with the city. Diane is pictured in the center on the bottom photo, taken at her retirement luncheon. Also pictured from left to right are Code Enforcement Officer Debbie Reed, Administrative Assistant Claudette Darga, retired Records clerk Charlene Ortleib, and Dispatcher Agnes Burcar.

PUBLIC SAFETY OPEN HOUSE



The Public Safety Open House held on October 8, 2017 proved to be a popular event once again. Children and adults had the opportunity to interact with Police, Fire, and EMS personnel. The attendees learned how to escape from a burning house, how to extinguish fires from personal clothing, and tips on electrical safety.

One of the most popular presentations was the one made by the K9 team of Grosse Pointe Farms Officer Tim Harris and his partner Duke, pictured above.

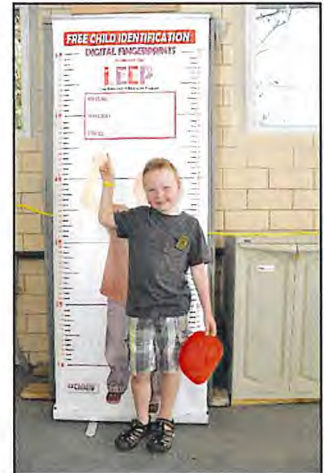
Another special guest was Sergeant Scott Reynolds (pictured in the bottom right photo) from the 2nd District North Bomb Squad Unit of the Special Operations Division of the Michigan State Police.

Several Department members along with our five members of our Auxiliary team were invaluable in making this a memorable community event.



PUBLIC SAFETY OPEN HOUSE

Parents attending the annual event had the opportunity to have a free CD-ROM made with their child's digital photo, fingerprints, height, weight, and other information, which can be used to bring home a missing child. The children's fingerprinting service was provided by retired Monroe Police Department Sergeant Tom Jenkins (pictured in the bottom right corner) who represents the non-profit group Law Enforcement Education Program, known as LEEP. Car seat safety inspections were also offered for the second time at the event.



POLICE OFFICER'S PRAYER

*The lives of far too many law enforcement officers have been cut short in recent times.
We would like to take a moment to pray that such violence will never touch the members
of our department.*



*Lord I ask for courage -
Courage to face and conquer my own fears...
Courage to take me where others will not go...*

*I ask for strength -
Strength of body to protect others,
And strength of spirit to lead others...*

*I ask for dedication -
Dedication to my job, to do it well,
Dedication to my community, to keep it safe...
Give me, Lord, concern for those who trust me,
And compassion for those who need me...
And please, Lord, through it all,
Be at my side...*

Author Unknown



**City of Grosse Pointe Woods Headlee Override
Millage Proposal for Public Safety and Public Services**

Shall the limitation on the amount of taxes which may be imposed on taxable property in the City of Grosse Pointe Woods be increased by 4 mills (\$4.00 per \$1,000 of taxable value) for ten years, 2019 to 2028 inclusive, in excess of the limitation imposed by the Headlee Amendment to the Michigan Constitution and Michigan Compiled Laws section 211.34d, to provide funds for municipal purposes, including police and fire services, infrastructure, and other public services? If approved and levied in its entirety, this new additional millage would raise approximately \$2,784,098 in 2019.

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

May 3, 2018

RECEIVED

MAY - 3 2018

CITY OF GROSSE PTE. WOODS

The Honorable Mayor and City Council
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE. Northeast Sewer Disposal System Sewage Disposal Contract
Agenda Item May 7, 2018

Dear Mayor and Council:

Your package includes a copy of the Sewage Disposal Contract and a cover letter from the SEMSD. Rather than repeat the facts, please review the April 16th letter and the recitals in the contract to give you a historical overview of the transfer in interest of the system from Wayne County (NESDS) to the Southeast Macomb Sanitary District (SEMSD). This contract was the subject of a meeting at the Wayne County offices on April 24, 2018 with over 25 people in attendance. Present for the City of Grosse Pointe Woods was Bruce Smith, Scott Lockwood, myself, and Frank Schulte.

At that meeting, the City of Grosse Pointe Woods acknowledged that we would place this on the May 7, 2018 agenda for Council's consideration.

The City Administration is recommending that the Council approve this contract and I have reviewed the contract and would approve it as well.

Very truly yours,



CHIP BERSCHBACK

CTB:gmr

Enclosures

cc: Bruce Smith
Lisa K. Hathaway
Scott Lockwood
Frank Schulte

SOUTHEAST MACOMB SANITARY DISTRICT

20001 Pleasant Avenue
St. Clair Shores, MI 48080
(586) 777-1284 Fax (586) 777-2840

CHAIRMAN/TREASURER

Kip Walby

VICE-CHAIRMAN

Robert Taylor

SECRETARY

Suzanne Pixley

April 16, 2018

Mr. Mark Wollenweber
City Manager
795 Lake Shore Road
Grosse Pointe Shores, MI 48236

Mr. Bruce Smith
City Administrator
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Mr. Joe Rheker
City Manager
City of Harper Woods
19617 Harper Ave
Harper Woods, MI 48225

Re: *Transfer of the Wayne County's Northeast Sewage Disposal System; New Sewage Disposal System Agreement*

Dear Messrs. Wollenweber, Smith, and Rheker:

As you are aware, Grosse Pointe Shores, Grosse Pointe Woods, Harper Woods and the Milk River Intercounty Drain Drainage District, along with the Southeast Macomb Sanitary District ("SEMSD") (which comprises of the Cities of St. Clair Shores, Eastpointe and Roseville), are customers of Wayne County's Northeast Sewage Disposal System ("NESDS"). In 2016, Wayne County ("County") and the SEMSD entered into a letter of intent that would permit the SEMSD's acquisition and transfer of the NESDS. The letter of intent formed the basis of a definitive transfer agreement ("Transfer Agreement") between the County and the SEMSD, which is currently before the Wayne County Commission. We believe that this transaction is good for the beneficial users of the NESDS, and is necessary to ensure the proper and safe transportation and disposal of wastewater from our communities. The SEMSD welcomes the opportunity to serve your communities and provide long-term operation, maintenance, and management of the NESDS.

Last September, 2017, our legal counsel, provided copies of the proposed NESDS Sewage Disposal System Contract (the "System Contract") to Harper Woods, Grosse Pointe Woods and Grosse Pointe Shores. The System Contract provides for the imposition, payment and collection of wastewater service charges or rates by the County on the NESDS customers sufficient to pay for all costs necessary to administer, acquire, improve, operate and maintain the system, pay the sewage disposal charges from the Great Lakes Water Authority, and pay the debt service of the NESDS. The System Contract would supersede and supplant the current sewage disposal system contract

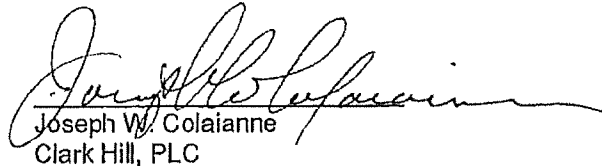
dated April 1, 1993 ("1993 Contract") between the County and NESDS customers upon the operational transfer of the NESDS to the SEMSD. Our legal counsel has met with either you and/or your legal counsel with respect to the System Contract and has incorporated many of the suggestions from your respective legal counsel. Attached is the final draft of the System Contract. Substantively, there will be no further changes.

We are now at a point where require either approval of the System Contract by your governing bodies or firm assurances that your community will take up and approve the new System Contract as presented at its next meeting. The County intends to take up the Transfer Agreement at a meeting on **May 2, 2018**. We are requesting that by **April 30, 2018**, that you would correspond and indicate whether the System Contract is acceptable, and that it will be presented for approval by your respective governing bodies at its next regular or special meeting. If we do not receive a response by April 30, we intend to advise the County that the SEMSD is reconsidering whether to proceed with the acquisition of the NESDS System.

Thank you for your consideration and cooperation. Should you have any questions, please feel free to contact me or our legal counsel, Joseph W. Colaianne, Clark Hill, PLC, (517) 318-3029.

Sincerely,


Kip Walby, Chairperson


Joseph W. Colaianne
Clark Hill, PLC

Enclosure

Cc: Richard Kaufman, Deputy County Executive
Zenna Elhasan, Wayne County Corporation Counsel
Michael R. Gregg, Chairperson, Milk River Intercounty Drain
Elmeka Steele, Wayne County Dept. Public Services
Stephen Collins, Asst. Wayne County Corporation Counsel
Michael Caldwell, Attorney for Wayne County/Milk River
Brian J. Renaud, Attorney for Grosse Pointe Shores
Sharon DeWaele-Persichini, Attorney for Harper Woods
Don R. Berschback, Attorney for Grosse Pointe Woods
Timothy Tomlinson, Attorney for SEMSD/Roseville
Robert Ihrle, Attorney for Sr. Clair Shores/Eastpointe

**NORTHEAST SEWAGE DISPOSAL SYSTEM
SEWAGE DISPOSAL SERVICE CONTRACT**

Between

SOUTHEAST MACOMB SANITARY DISTRICT,

CITY OF ST. CLAIR SHORES,

CITY OF EASTPOINTE,

CITY OF ROSEVILLE,

CITY OF HARPER WOODS,

CITY OF GROSSE POINTE WOODS,

VILLAGE OF GROSSE POINTE SHORES,

And

MILK RIVER INTERCOUNTY DRAIN DRAINAGE DISTRICT

_____, 2018

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**NORTHEAST SEWAGE DISPOSAL SYSTEM
SEWAGE DISPOSAL SERVICE CONTRACT**

THIS CONTRACT ("Contract") is made and entered this _____ day of _____ 2018, between the Southeast Macomb Sanitary District ("SEMSD"), and the following: City of St. Clair Shores, City of Eastpointe, City of Roseville, City of Harper Woods, City of Grosse Pointe Woods, Village of Grosse Pointe Shores (a Michigan City), and the Milk River Intercounty Drain Drainage District referred to collectively as the "Public Corporations". In this Contract, the SEMSD or the Public Corporations, may be referred individually as "Party" or collectively, the "Parties".

RECITALS:

WHEREAS, since approximately, 1942, the County of Wayne, a Michigan charter county and municipal corporation (the "County"), in accordance with Michigan Public Act 342 of the Public Acts of 1939, as amended, MCL 46.471 et seq. and Michigan Public Act 185 of the Public Acts of 1957, as amended, MCL 123.731 et seq. established a system of sewers, pumping stations and related appurtenances, commonly known as the Northeast Sewage Disposal System ("NESDS"); and,

WHEREAS, the NESDS was established to collect, transport and dispose wastewater collected from the Public Corporations (the "NESDS Service Area") to the wastewater disposal system previously owned and operated by the City of Detroit, and now operated by the Great Lakes Water Authority ("GLWA") for treatment and disposal; and,

WHEREAS, the SEMSD is a public body corporate, established pursuant to Michigan Public Act 233 of the Public Acts of 1955, as amended, MCL 124.281 et seq. ("Act 233") and is authorized, among other things, to acquire, operate, maintain, and repair sewage disposal systems, including a storm water collection and treatment system, or a combination of such systems; and,

WHEREAS, there is currently a contract dated April 1, 1993 ("1993 Contract") between the County and the Public Corporations (and the SEMSD), that provides for imposition, payment and collection of wastewater service charges or rates by the County on the Public Corporations sufficient to pay for all costs necessary to acquire, construct, finance, improve, enlarge, replace, repair, extend, operate and maintain the NESDS; and,

WHEREAS, the 1993 Contract has a term of forty years, terminating on April 1, 2033; and,

WHEREAS, on September 27, 2017 the SEMSD approved an agreement whereby the County, among other things, agreed to transfer the NESDS to the SEMSD ("NESDS Transfer Agreement") and said transfer would become effective 120 days after the County's approval of the NESDS Transfer Agreement, and said agreement is currently pending before the Wayne County Board of Commissioners; and,

WHEREAS, the NESDS Transfer Agreement is subject to the SEMSD securing all consents, assignment of contracts, or other rights necessary for the SEMSD to provide Sewage Disposal Services, currently provided by the County, to the Public Corporations, and to impose and collect charges from the Public Corporations sufficient to pay for Sewage Disposal Services, capital improvement charges, financing, and other expenditures in connection with the administration, operation, maintenance, improvement, replacement, repair and Debt Service of the NESDS; and,

WHEREAS, Act 233 authorizes the SEMSD to acquire, construct, finance, improve, extend and operate sewage disposal systems and to enter contracts with political subdivisions for periods not to exceed forty (40) years; and,

WHEREAS, the Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act 7 of 1967, being MCL 124.501, et. seq. ("Act 7"), authorizes a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and,

WHEREAS, it is necessary for the public health, safety and welfare of the residents of the Public Corporations that adequate and proper sewage disposal facilities be acquired to serve the Public Corporations; and,

WHEREAS, in order to create revenues sufficient to pay the for the administration, acquisition, operation, maintenance, improvement, replacement, repair and Debt Service of the NESDS, the SEMSD and Public Corporations enter into this Contract, which Contract will entirely supplant and supersede the 1993 Contract for sewage disposal services.

NOW THEREFORE, in consideration of the mutual promises, representations, warranties and agreements set forth in this Contract, the SEMSD and Public Corporations hereby agree as follows:

ARTICLE I
STATEMENT OF AUTHORITY; PURPOSE; AND EFFECTIVE DATE

- 1.1 Authority. Pursuant to Act 233, Act 7, and any other applicable laws of the State of Michigan, the Parties enter into this Contract to establish terms and conditions for the administration, acquisition, operation, maintenance, improvement, replacement, repair and Debt Service of the NESDS. Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Contract.
- 1.2 Purpose. The purpose of this Contract is to authorize the SEMSD to acquire, administer, operate, maintain, improve, replace, repair and pay the Debt Service of the NESDS on a non-profit basis. In exchange for the sewage disposal services, the Public Corporations agree to pay for System Costs in accordance with the terms and conditions set forth in this Agreement.
- 1.3 Effective Date. This Contract must first be approved by the governing bodies of the Parties, and shall become effective on the date ("Effective Date") upon which operational control of the NESDS is transferred from the County to the SEMSD in accordance with the terms and conditions set forth in the NESDS Transfer Agreement referenced herein. The SEMSD shall provide Notice to the Public Corporations when operational control has been transferred from the County to the SEMSD. The date contained in the notice shall be the "Effective Date" of this Contract.

ARTICLE II
DEFINITIONS

In addition to the above defined terms (e.g. "Party" and "Parties") and any terms defined in other sections of this Contract, the Parties agree that the following words and expressions, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 2.1 "Board" shall mean the SEMSD Board of Directors.
- 2.2 "Capital Improvement" means any project that replaces or improves the NESDS or system component (e.g. pumps, pump stations, outfalls, Flow measurement devices, SCADA, etc.) increases the capacity of the NESDS, or which extends the useful life of the NESDS or a system component.
- 2.3 "Claim(s)" shall be defined to include any and all alleged claims, complaints, demands for relief or damages, lawsuits, and causes of action, whether in law or equity, tort, contract, or otherwise, by third parties, arising out of the ownership, operation, maintenance of the NESDS.
- 2.4 "Combined Sewer" means a sewer that is intended to convey both sanitary Wastewater and storm water drainage.
- 2.5 "Connection" means the point at the terminus of the Local Sewer System where the Public Corporation's pipe connects to the NESDS.

- 2.6 "Contract" shall mean each of the various provisions of this document, including attached Exhibits and any amendments, as may be executed by the duly authorized representatives of the Parties, and approved by the governing body of the Public Corporations and the Board.
- 2.7 "Corrective Action Plan" or "CAP" means a document which identifies the steps needed to be taken by a Public Corporation to attain compliance with the requirements of Article 5 and a schedule for completing those steps.
- 2.8 "cfs" means a rate of Flow equal to cubic feet per second.
- 2.9 "Direct Costs" means all expenses and costs incurred by or charged to the SEMSD for acquiring, administering, operating, maintaining, improving, replacing, repairing and financing the NESDS other than Indirect Costs. Direct Costs may include outside legal services retained to assist on litigation or other issues related to the administration of the NESDS.
- 2.10 "Exhibit A" entitled "NESDS Service Area", is a depiction of the NESDS Service Area from which Flow may be delivered to the GLWA System. The NESDS Service Area consists of the Service Area from each Public Corporation, the specific location of Meters, and Public Corporation Connections.
- 2.11 "Exhibit B" entitled, "Maximum Allowable and Minimum Flow Limits" identifies the Maximum Allowable Flow and Minimum Flow Limits from each Public Corporation's Service Area and Overview of NESDS Flow.
- 2.12 "Exhibit C" entitled "Wet Weather Storage Facilities" identifies the Wet Weather Storage Facilities in the NESDS.
- 2.13 "Exhibit D" entitled "NESDS Debt Service" is a schedule of the current debt service for the NESDS as of the effective date of this Contract.
- 2.14 "Exhibit E" entitled "SEMSD System Cost Allocation" for the Cities of St. Clair Shores, Eastpointe, and Roseville.
- 2.15 "Exhibit F" entitled "Dispute Resolution Procedures" shall be a description of the alternative dispute resolution procedures established in Article IX.
- 2.16 "Flow" means Wastewater delivered by each Public Corporation from their respective service areas to the NESDS.
- 2.17 "GPD" means a rate of Flow equal to gallons per day.
- 2.18 "GLWA" means the Great Lakes Water Authority, a public body corporate, organized pursuant to Act 233 which leases and operates regional wastewater conveyance and treatment assets owned by the City of Detroit under a Regional Water Supply System Lease dated June 12, 2015.

- 2.19 "GLWA System" means all Wastewater sewers and facilities, equipment, and related appurtenances operated and maintained by the GLWA to provide transport, treatment, and disposal of Flow delivered by the NESDS, including but not limited to interceptors, retention treatment basins, bypasses, outfalls, flow measurement devices, pump stations, and the wastewater treatment plant located at 9300 West Jefferson Avenue, Detroit, Michigan.
- 2.20 "Indirect Costs" means cost allocation for expenses charged to the Public Corporations for services provided by the SEMSD other than the direct charges for acquiring, administering, operating, maintaining, replacing, repairing and financing the NESDS. Indirect Costs include a cost allocation for charges related to administrative, managerial and support staff of the SEMSD for employees whose work responsibilities are either not directly or fully related to operation and maintenance of the NESDS.
- 2.21 "Industrial Pretreatment Program" means the program operated and enforced by the GLWA, SEMSD and all Public Corporations except the Milk River Intercounty Drain Drainage District, by which discharges from industrial users are regulated in accordance with the requirements of regulations established by U.S. EPA pursuant to 40 CFR Part 403.
- 2.22 "Infiltration" means groundwater that regularly enters a sanitary system through, by way of example, damaged pipe sections, cracks or erosion in pipes, leaky joints, and/or poor manhole connections.
- 2.23 "Inflow" means the stormwater that enters a sanitary sewer system in direct response to rainfall/snowmelt through, by way of example, direct connection of downspouts, sump pumps, foundation drains and/or storm sewers.
- 2.24 "Local Sewer System" means those Wastewater facilities that are connected to the NESDS but which are owned, operated or maintained by a Public Corporation. Local Sewer Systems may include collector sewers, trunk sewers, manholes, junction chambers, pumping stations, Wet Weather Storage Facilities and other appurtenances.
- 2.25 "Maximum Allowable Flow Limit" means the maximum allowable Flow that each Public Corporation may deliver to the NESDS. Maximum Allowable Flow Limits shall be expressed as a peak rate in units cfs. The Maximum Allowable Flow Limits for each Public Corporation are set forth in Exhibit B.
- 2.26 "MDEQ" means the Michigan Department of Environmental Quality or any successor agency having jurisdiction over regulation of Wastewater.
- 2.27 "Meter" means a Flow meter; or billing meter, that is used to measure Flow or used to measure water consumption for billing purposes.
- 2.28 "NESDS" means the Northeast Sewage Disposal System, that consists of Wastewater sewers and facilities, equipment, and related appurtenances owned, operated and maintained by the SEMSD to provide Sewage Disposal Services, including:

- (i) Marter Road Booster Pump Station (“MRBPS”), located at 20780 Marter Road, St. Clair Shores;
 - (ii) Grosse Pointe Interceptor (“GPI”), a 6-ft diameter tunnel sewer constructed of monolithic unreinforced concrete that is 14,800 feet (2.8 miles) in length, and extending from the MRBPS and continuing south to the Fox Creek Enclosure Drain;
 - (iii) Contractual rights for the use of and service from a sewage pumping station, commonly known as the Kerby Road Pump Station (“KRPS”) located at 315 Chalfonte, Grosse Pointe Farms;
 - (iv) Contractual rights to transport and discharge wastewater to an enclosed drain identified as the Fox Creek Drain and/or Black Marsh Drain (commonly referred to as the Fox Creek Enclosure Drain) which said drain extends from the KRPS to the sewer system and appurtenances operated and maintained by GLWA;
 - (v) Contractual rights with GLWA for the transportation and treatment of wastewater from the NESDS Service Area; and,
 - (vi) All related piping, pumps, valves, equipment, controls and appurtenances Flow measurement devices, and rainfall measurement devices. A diagram of the NESDS showing Public Corporation Connections and other relevant information is attached as Exhibit A.
- 2.29 “NESDS Service Area” means the geographical area of the Public Corporations depicted in Exhibit A.
- 2.30 “Notice(s)” means all notices, consents, approvals, requests and other communications required to be given under the terms of this Contract.
- 2.31 “Overflow” means the Wastewater that is collected in a Local Sewer System that is discharged to the environment and does not enter the NESDS.
- 2.32 “Public Corporations” means all of the following:
- (i) City of St. Clair Shores, a Michigan municipal corporation, whose address is 27600 Jefferson Circle Drive, St. Clair Shores, Michigan;
 - (ii) City of Eastpointe, a Michigan municipal corporation, whose address is 23200 Gratiot Avenue, Eastpointe, Michigan;
 - (iii) City of Roseville, a Michigan municipal corporation, whose address is 29777 Gratiot Avenue, Roseville, Michigan;
 - (iv) City of Harper Woods, whose address is 19617 Harper, Harper Woods, Michigan;

- (v) City of Grosse Pointe Woods, a municipal corporation whose address is 20025 Mack Plaza, Grosse Pointe Woods, Michigan;
 - (vi) Village of Grosse Pointe Shores (a Michigan City), a municipal corporation, whose address 795 Lake Shore Road, Grosse Pointe Shores, Michigan; and,
 - (vii) Milk River Intercounty Drain Drainage District, an intercounty drain and public body corporate, established in accordance with Chapter 21 of the 1956 PA 40, as amended, MCL 280.511 et seq., whose address is c/o Wayne County Drain Commissioner, 400 Monroe St., Suite 400, Detroit, Michigan
- 2.33 "Service Charges" shall mean the charges, fees, and rates that may be fixed and imposed for Services furnished by the SEMSD sufficient to pay any and all System Costs.
- 2.34 "SEMSD" shall mean Southeast Macomb Sanitary District, a public body corporate, established in accordance with Act 233, whose address is 2001 Pleasant Avenue, St. Clair Shores, Michigan.
- 2.35 "System Cost(s)" means all costs and expenses incurred in the acquisition, administration, operation, maintenance, improvement, replacement, repair and finance of the NESDS. NESDS Costs include, but are not limited to the following:
- (i) the Direct Costs and Indirect Costs for operating and maintaining the NESDS and other reasonable and necessary costs and expenses relating to the NESDS, including without limitation the costs of insurance;
 - (ii) the charges, costs, and fees associated with or arising from the SEMSD's contract with the GLWA for the transportation, treatment, and disposal of Flow from the NESDS;
 - (iii) the costs necessary to acquire, upgrade, alter, modify, expand and improve the NESDS, and to comply with all applicable federal and state laws, rules and regulations, including Capital Improvements;
 - (iv) a reserve fund in such amount as shall be determined by the SEMSD for the repair, replacement and improvements of the NESDS;
 - (v) the costs for defending and settling or satisfying claims and judgments against the SEMSD and/or the NESDS related to the operation, maintenance and use of the NESDS, including claims for sewage disposal system events as defined in Section 16 of Act 170 or the Public Acts of 1964, as amended (by Public Act 222 of the Public Acts of 2001), MCL 691.1416, arising from the operation, maintenance, design or construction defects of the NESDS; and,
 - (vi) the cost of financing any NESDS cost and expense, capital improvements, including costs of bonded indebtedness.
- 2.36 "Parties" means the SEMSD and the Public Corporations.

- 2.37 "REU" shall mean residential equivalency unit, and further defined as the quantity of Wastewater ordinarily arising from the occupancy of a single-family residence of ordinary size, and utilized as a unit of measurement to quantify wastewater flow from land uses, that cannot otherwise be measured using a sewer or water Meter.
- 2.38 "Sewage Disposal Services" or "Services" means the transportation, treatment, and disposal of Flow delivered by the Public Corporations to the NESDS by the SEMSD and to the GLWA System.
- 2.39 "Sewer Use Rules and Regulations" means the Board's Rules and Regulations, as may be adopted and amended by the SEMSD Board from time-to time that establishes design standards for sewers and other terms and conditions for the discharge of Wastewater into the NESDS.
- 2.40 "Significant Industrial Users" means those facilities that discharge to the NESDS 25,000 GPD or more of wastewater that is generated by industrial processes and/or those facilities whose wastewater discharges are subject to the national categorical pretreatment standards. Significant Industrial Users must obtain a permit issued by the GLWA Industrial Pretreatment Program for wastewater discharges to the NESDS.
- 2.41 "Term" shall have the meaning set forth in Article VIII.
- 2.42 "Wastewater" means the combination of the liquid and water-carried wastes from residences, commercial buildings, governmental, nonprofit or quasi-public users, industrial plants, and Significant Industrial Users, whether treated or untreated, which are contributed to or permitted to enter the NESDS. Wastewater may also contain Inflow and Infiltration.
- 2.43 "Wet Weather Event" means the period of time beginning with a measurable increase above the Maximum Allowable Flow Limit that each Public Corporation is authorized to discharge to the NESDS as a result of rainfall or snowmelt, and continuing until such Public Corporation's Flow discharge is either consistent with or falls below the Maximum Allowable Flow Limit for that Public Corporation.
- 2.44 "Wet Weather Flow" means the Flow contributed during a Wet Weather Event.

ARTICLE III
DELIVERY OF FLOW, OPERATION AND MAINTENANCE
OF LOCAL SANITARY SEWERS AND CONNECTIONS TO NESDS

- 3.1 Delivery of Flow from Within the Service Area. The area to be served ("NESDS Service Area") and the location of the existing NESDS are shown on Exhibit A and further described in Exhibit B. Each Public Corporation shall cause to be collected and deliver to the NESDS all Flow generated from the Public Corporation's Service Area as depicted in Exhibit A up to the Public Corporation's Maximum Flow Limit (set forth in Exhibit B), except for the following:

- (a) Flows approved to be delivered to other systems as may be authorized pursuant to Article V of this Contract;
- (b) Overflows;
- (c) Wastewater from septic systems and other private on-site sewage disposal systems within the Public Corporation's service area; and,
- (d) Direct discharges of Wastewater to receiving waters from facilities as authorized by NPDES Permits.

Each Public Corporation's Flow shall be delivered to the NESDS at authorized Connection points or at such other Connection points as may be mutually agreed upon by the SEMSD and each Public Corporation. The SEMSD shall accept such Flow at the Connection points as shown on Exhibit A and described in Exhibit B, and transport said Flow through the NESDS to the sewer system operated by GLWA for transportation, treatment and disposal by GLWA, it being understood, however, that each Public Corporation must protect itself by arrangement for overflow at points north of the KRPS when the sluice gates are throttled or closed at the times and circumstances as provided in the KRPS "License and Operating Agreement" between the City of Grosse Pointe Farms and the SEMSD.

- 3.2 Local Sewer System Operation and Maintenance. Each Public Corporation will operate and maintain, at its own expense Local Sewer System infrastructure from which Flow is collected and delivered to the NESDS. Each Public Corporation will properly operate and maintain their Local Sewer System including, but not be limited to the removal of debris or excess Infiltration and Inflow from storm sewers, Sanitary or Combined Sewers. Except as may be provided by separate arrangement or agreement, the SEMSD shall have no responsibility for operating and maintaining any portions of the Public Corporation's Local Sewer System. From time to time the SEMSD may request and each Public Corporation agrees to provide, operation and maintenance reports or data of the Public Corporation's Local Sewer System for review by SEMSD as the SEMSD deems necessary for its operation of the NESDS.
- 3.3 Compliance with Applicable Rules and Regulations. Each Public Corporation will comply with all permit requirements, rules and regulations applicable to sewer design, construction permits and allowable wastes, including but not limited to the GLWA's NPDES Permit and Industrial Pretreatment Program, the SEMSD's Sewer Rules and Regulations, and any other standards adopted by the SEMSD.
- 3.4 Local Sewer System Connections to the System. It is understood and agreed by the Parties, that the NESDS is to serve the Public Corporations and not the individual property owners and users thereof unless by special agreement between the SEMSD and the Public Corporation in which the property is located. Each Public Corporation must deliver all Flow from the Public Corporation's Service Area to the NESDS up to its Maximum Flow Limit at defined connection points approved by the SEMSD. Each Public Corporation shall, at its own expense, make, operate and maintain all Public

Corporation Connections to the NESDS, and secure written consent from the SEMSD for any new Public Corporation Connections, which consent shall not be unreasonably withheld. The Public Corporation shall obtain all necessary permits prior to initiating construction of any new Public Corporation Connections to the NESDS.

- 3.5 Acceptance of Flow from Outside the Service Area. The SEMSD shall not be obligated by this Contract to convey, store or treat Flow that originates outside the Service Area shown on Exhibit A, or to construct new facilities, except as otherwise set forth in this Contract. No Public Corporation shall deliver any Flow to the NESDS that originates outside of the Public Corporation's Service Area without the written consent of the SEMSD. The SEMSD Board may, within its reasonable discretion, approve the acceptance of Flow originating outside the Public Corporation's Service Area under the following conditions: (i) temporary discharges of Flow (e.g., in connection with maintenance of Local Sewer Systems); or (ii) discharges of Flow from Wet Weather Storage Facilities authorized in Article V, provided such discharges are in accordance with approved operating procedures.
- 3.6 Construction of New Sewer Facilities within the Service Area. Each Public Corporation agrees to provide Notice and submit for review by the SEMSD, any proposal or plans for design and construction of new sewers or facilities for Wastewater overflow control, Combined Sewer overflow control, equalization basins, interceptors and relief sewers within the Service Area at least sixty (60) days prior to construction. The purpose of SEMSD's review is limited to ensuring that said facilities do not increase the Flow from the Public Corporation's service area above its Maximum Allowable Flow Limit, and to ensure proper coordination of NESDS System operations during the construction of said facilities.
- 3.7 Changes in Jurisdiction. No change in the jurisdiction over any territory of a Public Corporation shall in any manner impair the Parties' obligations under this Contract. In the event that all or any part of the territory of any Public Corporation is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which the Public Corporation territory is incorporated, or to which such territory is annexed, shall assume the proportionate share of the contractual and Flow obligations pursuant to this Contract.
- 3.8 Changes in Service Area. The boundaries of the Service Area may only be changed with the written consent of the SEMSD and may be subject to approval of the GLWA. However, any Public Corporation that obtains authorization to change its Public Corporation Service Area boundary shall remain obligated for any prior debt pursuant to the provisions of this Contract.

ARTICLE IV NESDS OPERATION AND PAYMENT OF NESDS COSTS

- 4.1 NESDS Operation. The SEMSD shall operate and maintain the NESDS and will:

- 4.1.1 Provide Sewage Disposal Services for the Flow delivered by the Public Corporations to the NESDS within their respective Maximum Allowable Flow Limits, as applicable, and in compliance with its Rules and Regulations, and other applicable laws and regulations; and,
 - 4.1.2 Perform other necessary duties and tasks relating to the administration, management, operation, maintenance, replacement, repair and financing of the NESDS.
- 4.2 Personnel; Enterprise Fund and Accounting; Liability; and Insurance.
- 4.2.1 Personnel. The Services to be provided by the SEMSD under this Contract shall be performed by the SEMSD's personnel and/or its contractor(s). The SEMSD will maintain and designate a sufficient number personnel, having sufficient qualifications, in order to carry out and provide the Services required in accordance with this Agreement. The SEMSD will be responsible for furnishing all personnel and contractors with job instructions, job descriptions and job specifications and shall in all circumstances control, supervise, train or direct all personnel or contractors in the performance of any and all Services under this Contract.
 - 4.2.2 Books and Records. SEMSD will maintain and keep all records pertaining to its administration, operation and maintenance of the NESDS, and make the same available to any Party upon request. Each Party shall have free access at all times to all books and records relative to the operation and maintenance of the NESDS.
 - 4.2.3 Enterprise Fund; Accounting Standards. SEMSD will be responsible for and comply with applicable laws and governmental accounting standards in the keeping, management, administration, use and auditing of the system enterprise fund. The accounting for NESDS shall be separated from the accounting for the remainder of the sewer system operated by the SEMSD. The SEMSD agrees to provide the Parties with a quarterly accounting statement, a quarterly operation and maintenance activity report and annual report showing the revenue and expenses, assets and liabilities, investments (if any). In addition, upon request, the SEMSD shall allow any Party or Party's agents to audit the system enterprise fund accounts, books and statements, and the SEMSD will provide the requesting Party with supporting documentation and copies of such materials if requested. The requesting Party is responsible for and shall pay all such costs, including SEMSD staff, associated with retrieving documentation and copies.
 - 4.2.4 Operation and Maintenance Standards. The SEMSD agrees to conform to generally acceptable standards and specifications established by good practices for operating and maintaining the NESDS.
 - 4.2.5 Compliance with Laws and Regulations. The Services provided by the SEMSD under this Contract will be performed in accordance with all applicable local, State and Federal laws, regulations and permits. The SEMSD may establish,

provide and implement sewer system operation and maintenance related programs, studies, reports, testing, sampling, inspections and surveys, or the same as may be required in accordance with any local, State, and Federal mandates.

4.2.6 Liability. To the extent permitted by law, the SEMSD agrees to pay Claims, including the defense of and the Claims asserted against the Public Corporations arising from the administration, operation and maintenance of the NESDS, including claims for sewage disposal system events as defined in Section 16 of Act 170 or the Public Acts of 1964, as amended (by Public Act 222 of the Public Acts of 2001), MCL 691.1416 that arise from the operation, maintenance, design or construction defects of the NESDS. It is understood by the Parties that the payment of said Claims is and shall remain a System Cost. Notwithstanding the foregoing, nothing in this Contract shall constitute a waiver of any and all privileges and immunities as provided by law.

4.2.7 Insurance.

- (a) The SEMSD will determine and, to the extent practicable, obtain real and personal property insurance with limits that the SEMSD in its discretion deems necessary and appropriate for the NESDS and components of the system.
- (b) The SEMSD will determine, and to the extent practicable, obtain General Liability Insurance or Public Liability Insurance with limits that the SEMSD in its discretion deems necessary and appropriate to protect itself and the Public Corporations from liabilities and exposures associated with the administration, operation and maintenance of the NESDS.
- (c) Notwithstanding the foregoing (4.2.7(a) and (b)), it is understood that the SEMSD may determine, in lieu of purchasing insurance, to self-insure or utilize a combination of self-insurance and insurance that the SEMSD in its discretion deems necessary and appropriate to protect itself and Public Corporations from liabilities and exposures associated with the administration, operation and maintenance of the NESDS. Any and all insurance purchased pursuant to this Contract shall be a System Cost.

4.3 Payment of System Costs. All Parties understand and agree that SEMSD will be responsible for administering, operating and maintaining the NESDS on a non-profit basis for the benefit of the Public Corporations, and is therefore without funds to finance, operate and maintain the NESDS except with funds obtained from grants or from the beneficial users of the NESDS, namely, the Public Corporations. Accordingly, each Public Corporation shall timely pay all Service Charges assessed by the SEMSD. Such Service Charges shall be reasonable in relation to and sufficient to pay all System Costs. The funds obtained by the SEMSD from the Public Corporations, shall only be used for System Costs. The SEMSD may use all methods available to collect from any Public Corporation that does not timely pay such charges.

- 4.4 Billing Procedure. The Service Charges established by the SEMSD shall be made on the basis of Flow utilizing sewer meters. Where Flow cannot be calculated using sewer Meters, the Service Charges shall be made upon the basis of the amount of water consumed as measured by available water Meters. Where sewer Meters cannot be used to reasonably calculate the wastewater used, and where water Meter readings are not available, then Service Charges shall be based upon the number of "REUs" assigned to the property according to its land use (i.e. commercial, industrial or residential). The number of REUs to be assigned to any particular parcel of property used for commercial, industrial or residential purposes shall be assigned by the SEMSD. The SEMSD's determination of REU assigned to a property shall be final. The SEMSD reserves the right to inspect and check any Meter or measuring device, and the records of a Public Corporation's Local Sewer System, and if the Meters or measuring device are found to be inaccurate, to require the immediate replacement or repair of the Meter or measuring device by the Public Corporation. The Public Corporations agree to inspect and maintain all of its individual water meters in a proper state of repair so as to accurately record water consumption. Where Meters are found to be inaccurate, such adjustments are to be made as may be indicated by correct meter readings covering a comparable period. The billing procedures for the Service Charges to the Public Corporations sufficient to cover the payment of System Costs, is generally described as follows:
- 4.4.1 GLWA invoices the NESDS for Services based on Flow measured at the NESDS master sewage meter at the KRPS or such other sewage meter designated by the SEMSD to accurately measure Flow.
- 4.4.2 Except for Grosse Pointe Woods and Harper Woods which are invoiced by the Milk River Intercounty Drain Drainage District, the SEMSD invoices the Public Corporations (i.e. St. Clair Shores, Eastpointe, Roseville, Grosse Pointe Shores, and the Milk River Intercounty Drain Drainage District) for the Service Charges for Sewage Disposal Services and excess Flow charges. Service Charges are based on master water meter, adjusted downward to allow for non-sewered areas; and for excess flow based on the sewage meters serving the Public Corporations and adjusted up or down so that the sum of the Flow from the individual meters is equal to the NESDS master sewage Meter at the KRPS.
- 4.4.3 The Milk River Drainage District will be responsible for billing Grosse Pointe Woods and Harper Woods for Service Charges for Sewage Disposal Services and excess Flow charges based on the invoice received from the SEMSD (plus any additional charges to cover the estimated annual cost of operating, maintaining, replacement, repairs and debt services of the drainage district's facilities).
- 4.5 Public Corporation Responsibility to Pay Service Charges. Each Public Corporation hereby covenants and agrees that it will make the required payment of Service Charges to the SEMSD promptly and at the times herein specified. The SEMSD shall provide information on proposed Service Charges and the draft data and information used in the calculation of the proposed Service Charges, including detail of charges, and flow rate charges, in a format that will enable the Public Corporations to establish rates to the users of the system. Any Service Charge specified in the schedule shall be subject to

adjustment by the SEMSD, if necessary, in order to provide sufficient funds to pay for System Costs. Prior to the enactment of any changes in the Service Charges required by this Contract, the SEMSD will notify and meet with the affected Public Corporations to present the rate information. If any Public Corporation objects to the rate and charges as being unreasonable or inadequate, the Public Corporation shall notify the SEMSD in writing within thirty (30) days after such notification, stating the items objected to and the reasons and grounds for objection to the proposed Service Charges. If the proposed increase or decrease in Service Charges cannot be amicably adjusted by the Parties concerned in the dispute by the date upon which the Service Charges become effective, such Service Charges shall nevertheless become effective as proposed by the SEMSD. Disputes related to Service Charges charged by the SEMSD are specifically excluded from the application of the Dispute Resolution procedures of Article VIII.

- 4.6 Public Corporation Rates. Each of the Public Corporations shall establish rates to be collected from its individual users that shall be sufficient to fund the Service Charges to be paid to the SEMSD for the System Costs. Each Public Corporation will disclose to its users information related to its rates and other charges, and information regarding what portion of those costs is related to rates and charges from GLWA.
- 4.7 SEMSD Service Charge Determination Process for Sewer Services Provided to St. Clair Shores, Eastpointe and Roseville. It is understood that SEMSD owns, operates and maintains certain sewers and sewage disposal facilities located within St. Clair Shores, Eastpointe and Roseville that are separate and distinct from the NESDS (the "SEMSD System"). With respect to the SEMSD System, the SEMSD agrees to provide Sewage Disposal Services to St. Clair Shores, Eastpointe, and Roseville, and determine Service Charges in accordance with Exhibit E. At least annually, the SEMSD Board shall review the Sewer Service Charges to be made, and shall give two (2) weeks' notice in a newspaper of general circulation in the Service Area and hold a public hearing to hear complaints or comments in regard to the Service Charges.
- 4.8 Payment Procedures. Invoices for Service Charges shall be due and payable not more than thirty (30) calendar days from the date shown on the invoice. Any charges or portion of the Service Charges that is not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month or fraction thereof that they remain unpaid. Any portion of the total invoice, plus any finance charges applied to the invoice which are not paid by the next invoice date, shall be shown on the next invoice as arrears. The SEMSD shall have the right to utilize any method permitted by law for the collection of Service Charges due under this Contract.

ARTICLE V FLOW LIMITATIONS

- 5.1 Delivery of Flow. Subject to the terms of this Contract, each Public Corporation shall have the right to deliver Flow to the NESDS for transport, treatment, and disposal up to its Maximum Allowable Flow Limit. Each Public Corporation shall ensure that the Flow it delivers to the NESDS is within its Maximum Allowable Flow Limit as set forth in Exhibit B.

- 5.2 Delivery of Flow to Other Systems. A Public Corporation may request authorization to convey a portion of the Flow generated within the Service Area as designated in Exhibit A to other wastewater systems, and the SEMSD may approve the request if it determines that this is in the best interest of the NESDS and that all other requirements of this Contract are met. Such a transfer shall not affect, alter or diminish the obligations of the Public Corporations as set forth in this Contract, including any obligation to pay previously assessed System Costs.
- 5.3 Storage and Dewatering of Excess Wet Weather Flows.
- 5.3.1 General. Stored Wet Weather Flows may only be discharged to the NESDS from approved Wet Weather Storage Facilities if authorized by the SEMSD (which authorization shall not be unreasonably withheld), where such Flows can be transported to the NESDS without adverse effects to the Public Corporations and the NESDS. Currently approved Wet Weather Facilities are set forth in Exhibit C.
- 5.3.2 Existing Wet Weather Storage Facilities. The Wet Weather Storage Facilities in the NESDS, upon authorization, may discharge stored Wet Weather Flows to the NESDS in accordance with standard operating procedures agreed to by the relevant Public Corporation and/or owner or operator, and the SEMSD. Each Public Corporation with an existing Wet Weather Storage Facility listed in Exhibit C shall submit updated operating procedures for that facility(ies) to the SEMSD for approval within one year of the Effective Date of this Contract. Dewatering of these facilities at the end of a Wet Weather Event shall be performed as soon as possible based on available transport capacity in the NESDS as authorized by the SEMSD as provided above. Subject to approved operating procedures, the dewatering of the Milk River Combined Sewer Overflow Retention Treatment Basin may be permitted to discharge to the GPI above its Maximum Allowable Flow Limit, provided the same does not cause the NESDS to discharge more than 127 cfs of Flow at the KRPS.
- 5.3.3 Proposed New Wet Weather Storage Facilities. Any Public Corporation seeking to construct a new Wet Weather Storage Facility that will discharge to the NESDS shall obtain approval from the SEMSD, which approval shall not be unreasonably withheld, prior to constructing the facility. A request for approval to construct and operate Wet Weather Flow Storage Facilities must include an evaluation of the impacts of the facility on NESDS hydraulics and performance by the requesting Public Corporation, and shall specify the anticipated maximum dewatering rate and time period anticipated to be needed to fully dewater the storage facility. The SEMSD may approve or deny the proposed facility, provided that any Public Corporation which disagrees with the approval or denial shall have the opportunity to pursue the matter under the Dispute Resolution provisions as set forth in Article IX of this Contract. Any approval of a new Wet Weather Storage Facility shall include limitations and conditions on the initiation and termination of dewatering from the facility.

ARTICLE VI
FLOW MONITORING AND CHARACTER OF FLOW

6.1 Determination of Flow Contributions.

- 6.1.1 Monitoring. Flow meters shall be operated and maintained by the SEMSD throughout the NESDS to provide data for purposes, which include determining each Public Corporation's Flow contributions. Currently Flow meters are located at the MRBPS and the KRPS. Additional temporary and/or permanent meters may be installed as necessary, and may include Flow meters installed to further identify Flows contributed by individual Public Corporations for those metered sites which record Flow from more than one Public Corporation. Computer models and/or other analytical tools may also be used to estimate Flow contributions. The SEMSD may require a Public Corporation to conduct supplemental Flow monitoring to provide additional information about the Flows being conveyed to the NESDS.
- 6.1.2 Meter Data Analysis. Meter data shall be compiled and analyzed by the SEMSD. The SEMSD shall periodically prepare and distribute a report that describes the dry and Wet Weather Flows contributed by each Public Corporation, along with a comparison of actual Flows to the Maximum Allowable Flow Limits and other relevant information. The methodology for analyzing Flow data may be modified from time to time as necessary. Metering data may be supplemented with computer modeling and/or other evaluation tools.
- 6.1.3 Non-Compliance with Flow Limits. Any Public Corporation that delivers Flow in excess of its Maximum Allowable Flow Limit (as set forth in Exhibit B) may be deemed by the SEMSD to be in non-compliance with this Contract and subject to enforcement action under Article VII.

6.2 Character of Flow.

6.2.1 Character of Wastewater from Local Sewer System.

- (a) Each Public Corporation shall be responsible for the character of the Flow originating within its boundaries, and shall comply with standards, rules and regulations controlling the discharge of Wastewater to the NESDS.
- (b) Each Public Corporation, by contract or by the adoption of appropriate ordinances, shall enforce such rules and regulations, including those pertaining to industrial pretreatment, and provide for and collect appropriate charges and expenses, associated therewith.
- (c) Each Public Corporation shall not deliver Flow to the NESDS that causes an unreasonable or additional burden upon the NESDS (as determined solely by the SEMSD) and/or the GLWA System, including Flow that: (i) causes physical damage to the NESDS and/or the GLWA System; and/or

(ii) causes or contributes to an event of noncompliance with the GLWA's NPDES Permit.

- (d) Any Public Corporation that delivers Flow to the NESDS that causes an unreasonable or additional burden as determined solely by the SEMSD, upon the NESDS and/or the GLWA System may be deemed by the SEMSD to be in non-compliance with this Contract and subject to enforcement action under Article VII and the remedies set forth therein.

6.2.2 Industrial Pretreatment Program/SEMSD Rules and Regulations. Each Public Corporation shall comply with the GLWA's Industrial Pretreatment Program, the SEMSD's Rules and Regulations, and other regulations together with any other federal, state or local rule, regulation or ordinance controlling the discharge of industrial and/or commercial type wastes into the NESDS. Each Public Corporation agrees to cooperate with the GLWA's and/or the SEMSD's enforcement thereof. To the extent that the proper enforcement of either the GLWA's Industrial Pretreatment Program or the SEMSD's Rules and Regulations reasonably requires a Public Corporation to adopt any new or modified ordinance, rule, or regulation, the Public Corporation shall, upon notice, adopt the necessary ordinance, rule, or regulation after review and approval of the SEMSD.

6.2.3 Storm Water Sewers/Drains. The Public Corporations agree that no strictly storm water sewers or drain will be permitted to connect to or to flow into the NESDS, directly or indirectly, and shall take all necessary action to prevent the same.

ARTICLE VII ENFORCEMENT

7.1 Non-Compliance. Any Public Corporation determined by the SEMSD to be in non-compliance under Section 6.1 and/or Section 6.2 shall be so notified by the SEMSD in accordance with this Contract, provided that the SEMSD shall have the discretion to waive a violation it deems to be minor and/or temporary. Any Public Corporation that disagrees with the SEMSD's finding of non-compliance shall have the opportunity to dispute that determination under the Dispute Resolution provisions of Article IX. Any requirement to prepare a Corrective Action Plan shall be deferred until the dispute is resolved.

7.2 Corrective Action Plans ("CAP"). The SEMSD may require the Public Corporation in noncompliance under Section 6.1 and/or Section 6.2 to prepare and implement a CAP to eliminate its non-compliance. If required by the SEMSD to develop a CAP, the Public Corporation shall develop the required CAP and submit the CAP to the SEMSD for approval within three (3) months after receipt of notification from the SEMSD of the non-compliance or within three (3) months after resolving the dispute if the Public Corporation invokes the Dispute Resolution process. An extension of up to six (6) additional months may be granted by the SEMSD if necessary due to technical or financial constraints that preclude the preparation of the CAP in six months. The Public Corporation shall implement the CAP upon approval of the CAP by the SEMSD.

- 7.3 Additional Remedies. In addition to requiring a CAP, the SEMSD may take additional enforcement action and/or assess other appropriate sanctions against any Public Corporation in non-compliance under Section 6.1 and/or Section 6.2, including, but not limited to, the following:
- 7.3.1 Prevent the Public Corporation from delivering additional Flow to the NESDS from development projects that would result in the discharge of additional Flow and/or non-compliant Flow to the NESDS. Such actions may, without limitation, include: (i) Requiring the Public Corporation to restrict new sewer construction within the Public Corporation's Local Sewer System; (ii) Requiring the Public Corporation to limit sewer taps for new industrial, commercial or residential users within the Public Corporation's Local Sewer System;
 - 7.3.2 Requiring the Public Corporation to implement specific additional corrective actions prior to and/or in addition to implementing a CAP under Section 8.1, which may include without limitation: (i) Design and install Flow restriction measures within the Local Sewer System in the vicinity of a Public Corporation's Connection to the NESDS; (ii) Design and install treatment measures to treat the Public Corporation's Flow before delivery to the NESDS; and/or (iii) Implement other corrective actions necessary to mitigate the Public Corporation's non-compliance;
 - 7.3.3 Deny the Public Corporation the right to deliver its Flow to the NESDS, in whole or in part, if necessary for the protection of the NESDS or the GLWA System or the public health or safety;
 - 7.3.4 Assess an additional charge over and above the regular charge for Services, including any additional charges assessed by the GLWA under its contract with the SEMSD as a result of the Public Corporation's Flow; and/or
 - 7.3.5 Legal actions necessary to enforce the provisions of this Contract.
- 7.4 Dispute Resolution of Enforcement Remedies. The SEMSD's decision to take any of the above enforcement actions listed herein, including the assessment of sanctions, shall be made on a case by case basis after providing opportunity for the subject Public Corporation to present information and evidence in support of its position. Any Public Corporation may contest any enforcement action including the assessment of sanctions pursuant to the Dispute Resolution provisions in Article IX of this Contract.
- 7.5 Sewer Use Ordinance/Part 41 Permits. Nothing contained in this Contract is intended to limit the SEMSD's right to enforce its Rules and Regulations, if any, or to assess sanctions as set forth therein. Similarly, nothing in this Contract shall limit the SEMSD's authority to review and approve/deny any application for any permit required under Part 41 of the Michigan Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, MCL 324.4101 et seq., or to enforce any permit issued under Part 41.

ARTICLE VIII
TERM

- 8.1 Term. Unless otherwise agreed between the Parties, this Contract shall have an initial term and terminate on the December 31, 2035 ("Initial Term"). However, in the event the SEMSD and/or the Public Corporations issues bonds, refinances existing bonds or other debt for improvements on behalf NESDS, it is understood that this Contract shall automatically, and without further action of the Parties, be extended to such date beyond December 31, 2035, to coincide with the date on which all of the principal and interest of the bonds or other debt, together with issuance costs and charges, have been fully paid. If bonds are not issued, or there has been no refinancing of debt prior to termination date as provided herein, then this Contract shall automatically be extended for an additional ten (10) year term beyond the Initial Term or the term extended by the issuance of debt, whichever is later; and thereafter, automatically extended at ten (10) year intervals, unless terminated as provided herein. This Contract replaces and supersedes the prior sewage disposal system contract between the Parties.
- 8.1.1 Termination. Following the Initial Term or the full payment of the principal and interest of any all bonds or other debt issued on behalf of the Public Corporations as provided in 8.1, this Contract may be terminated by any Party upon a minimum 36-month Notice to each of the other Parties to this Contract.
- 8.2 Pre-Contract Debt. Each Public Corporation's obligation to repay any debt incurred or assessed prior to this Contract, including, but not limited to, any debt related to the issuance of bonds under the terms of the 1993 Contract, or any subsequent construction, finance and service agreements, are preserved and are carried over and incorporated into the terms of this Contract. A schedule of the current debt for each Public Corporation as of the effective date of this Contract is included as Exhibit D. Except as otherwise provided herein, this Contract shall supplant and supersede the 1993 Contract for sewage disposal services upon Effective Date of this Contract.
- 8.3 Survival of Payment Obligations. The following payment obligations related to the NESDS survive the termination or expiration of this Contract:
- 8.3.1 Each Public Corporation's obligations under this Contract for capital improvement costs, if any;
- 8.3.2 Each Public Corporation's obligations to repay debt incurred by the SEMSD related to the issuance of bonds or other financing on behalf of NESDS and/or by the SEMSD during the term of this Contract for the NESDS; and,
- 8.3.3 Each Public Corporation's obligations to repay debt incurred by the County, and assumed by the SEMSD pursuant to the NESDS Transfer Agreement, which includes debt related to the issuance of bonds by the County prior to this Contract on behalf of the NESDS. All such obligations continue until satisfied.

**ARTICLE IX
DISPUTE RESOLUTION**

- 9.1 Dispute Resolution. The procedures set forth in Exhibit F shall be utilized in the event that a dispute arises between the Parties arising under this Contract.

**ARTICLE X
NOTICES**

- 10.1 Notices. Except as otherwise specified in this Contract, all notices, consents, approvals, requests and other communications (collectively, "Notices") required or permitted under this Contract shall be given in writing and mailed by first class mail, addressed as follows:

- (a) If to the SEMSD: Chairperson of SEMSD Board, 2001 Pleasant Ave., St. Clair Shores, Michigan, 48080.
- (b) If to the City of St. Clair Shores: Mayor and City Manager, 27600 Jefferson Circle Drive, St. Clair Shores, Michigan, 48081.
- (c) If to the City of Eastpointe: Mayor, 23200 Gratiot Avenue, Eastpointe, Michigan, 48021.
- (d) If to the City of Roseville: Mayor, 29777 Gratiot Avenue, Roseville, Michigan, 48066.
- (e) If to the City of Harper Woods: Mayor, 19617 Harper, Harper Woods, Michigan, 48225.
- (f) If to the City of Grosse Pointe Woods: Mayor, 20025 Mack Plaza, Grosse Pointe Woods, Michigan, 48236.
- (g) If to the Village of Grosse Pointe Shores (a Michigan City): Village Manager, 795 Lake Shore Road, Grosse Pointe Shores, Michigan, 48236.
- (h) If to the Milk River Intercounty Drain Drainage District: c/o Wayne County Drain Commissioner, 400 Monroe St., Suite 400, Detroit, Michigan, 48226.

All Notices shall be deemed given on the day of post-marked mailing. Any Notice given by a party hereunder must be signed by an authorized representative of such party. Notwithstanding the requirement above as to the use of first-class mail, change of address Notices and termination Notices shall be sent by certified mail, postage prepaid, return receipt requested.

ARTICLE XI
GENERAL PROVISIONS

- 11.1 Amendments. The Parties may from time to time consider it in their best interests to change, modify or extend a term, condition or covenant of this Contract. Any such change, addition, deletion, extension or modification, which is mutually agreed upon by the SEMSD and Public Corporations shall be incorporated in written amendments to this Contract. Such amendments shall not invalidate this Contract nor relieve nor release either party of any of its respective obligations under this Contract unless so stated in the amendment. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way rights arising by virtue of any such prior or subsequent occurrence. No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of all parties, and is approved by each of the Public Corporations' respective legislative bodies and the SEMSD Board.
- 11.2 Severability. If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 11.3 Integration. This Contract contains the entire agreement between the Parties and the 1993 Contract, and all previous Public Corporation contracts with the County regarding the NESDS, except as specifically listed below, are merged into this Contract, to the extent they have not been fully performed, amended, superseded or otherwise conflict with this Contract. No Party has made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by any Party by implication or otherwise unless expressly set forth in this Contract.
- 11.4 Assignment. This Contract shall not be assigned, in whole or in part, by any Public Corporation without the prior written consent of the SEMSD. The SEMSD may assign this Contract at its discretion with prior written notice to the Public Corporations.
- 11.5 Headings. The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 11.6 Jurisdiction. The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the laws of the State of Michigan. Each Party agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Michigan, for any action arising out of this Contract.

- 11.7 Execution of Contract. This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the SEMSD shall provide a copy to each Public Corporation.
- 11.8 Contract Beneficiaries. The rights and benefits under this Contract shall inure to the benefit of and be binding upon the parties, their agents, successors, and consented-to assigns.
- 11.9 Third Party Beneficiaries. There are no third party beneficiaries to this Contract and this Contract shall not be construed to benefit any persons other than the SEMSD and the Public Corporations.
- 11.10 Notification of Litigation and Settlements. Each Party agrees to inform the other Parties of litigation or settlement of claims involving the SEMSD's operation of the NESDS or claims involving a Public Corporation's operation of its Local Sewer System.
- 11.11 Force Majeure. No failure or delay in performance of this Contract, by any Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event, including but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind enumerated in this section or otherwise, not within the control of a party, except that no cause or contingency shall relieve a Public Corporation of its obligation to make payment for System Costs.
- 11.12 Exception for Matters within Party's Control. Failure or delay in performance of the Contract caused by a Party's failure to satisfy its obligations under the Contract shall not constitute a force majeure event provided that Party had any control over such failure or delay.
- 11.13 Reservation of Rights; Governmental Function. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function.
- 11.14 Recitals. The recitals shall be considered an integral part of the Contract.

In Witness Whereof, the SEMSD and Public Corporation(s), by and through their duly authorized officers and representatives, have executed this Contract.

SOUTHEAST MACOMB SANITARY DISTRICT

By: _____
(signature)

(print name)

Its: _____
(title)

CITY OF ST. CLAIR SHORES

By: _____
(signature)

(print name)

Its: _____
(title)

CITY OF EASTPOINTE

By: _____
(signature)

(print name)

Its: _____
(title)

CITY OF ROSEVILLE

By: _____
(signature)

(print name)

Its: _____
(title)

CITY OF HARPER WOODS

By: _____
(signature)

(print name)

Its: _____
(title)

CITY OF GROSSE POINTE WOODS

By: _____
(signature)

(print name)

Its: _____
(title)

VILLAGE OF GROSSE POINTE SHORES

By: _____
(signature)

(print name)

Its: _____
(title)

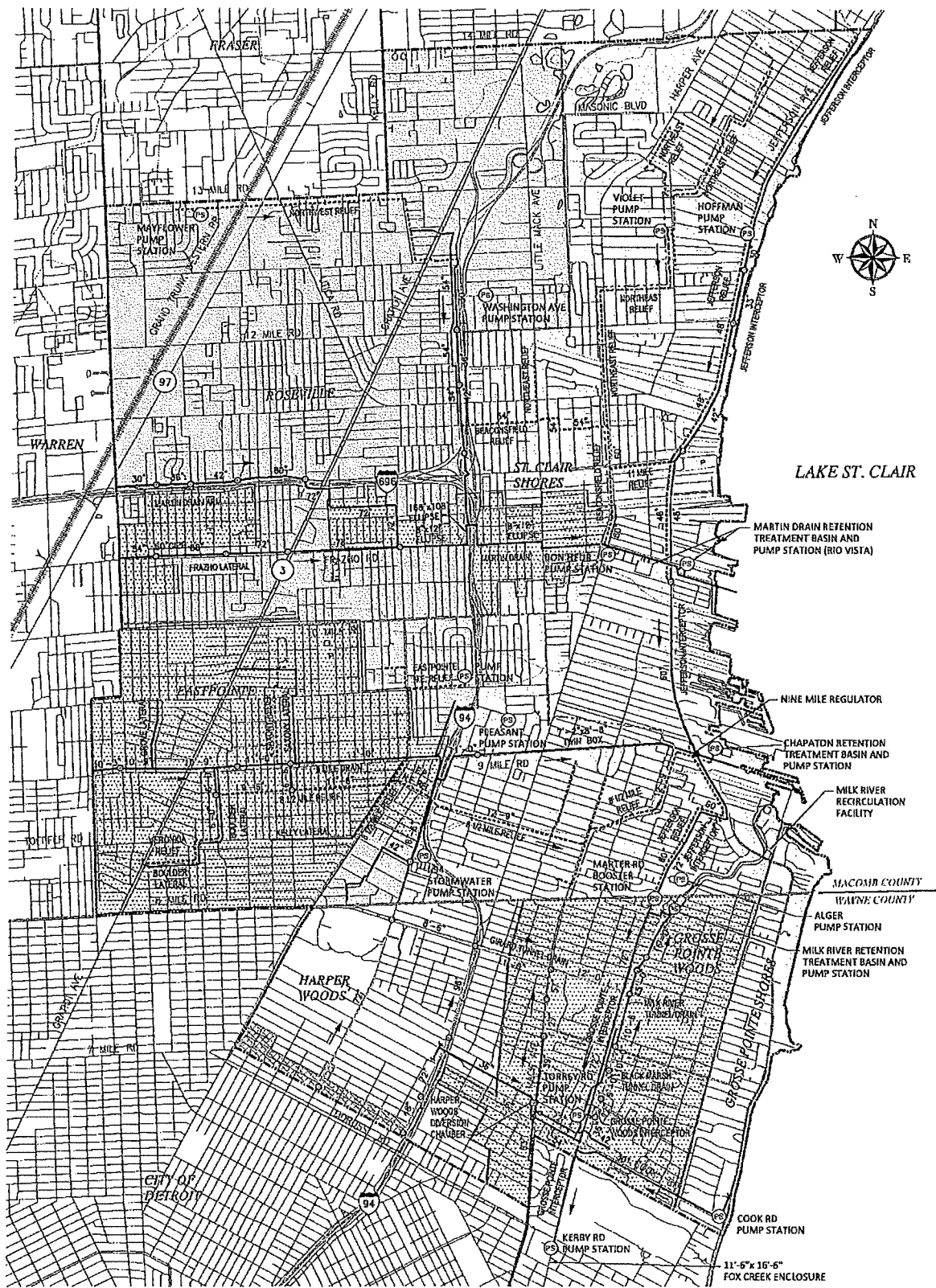
MILK RIVER INTERCOUNTY DRAIN DRAINAGE DISTRICT

By: _____
(signature)

(print name)

Its: _____
(title)

EXHIBIT A
NESDS SERVICE AREA



LEGEND

— INTERCEPTOR	— COMMUNITY BOUNDARY	— COMBINED SEWER AREA
--- RELIEF SEWER	--- NORTHEAST SEWAGE DISPOSAL SYSTEM BOUNDARY	— SEPARATED SEWER AREA
⊙ PUMP STATION	--- SANITARY TO DISCH	--- SEWER DISTRICTS
○ CHANGE IN PIPE DIAMETER		
→ DIRECTION OF FLOW		

FACILITY OWNER

— SOUTHEAST MACOMB SANITARY DISTRICT
— OFFICE OF MACOMB COUNTY PUBLIC WORKS COMMISSIONER
— MICHIGAN DEPARTMENT OF TRANSPORTATION
— WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES
— WAYNE COUNTY DRAINS
— MILK RIVER INTERCOUNTRY DRAINAGE DISTRICT
— LOCAL MUNICIPALITY

DATE: OCTOBER 2013



PREPARED BY:

 **Applied Science, Inc.**

NORTHEAST SEWAGE DISPOSAL SYSTEM WAYNE COUNTY, MICHIGAN SEWER SERVICE DISTRICT MAP & MAJOR FACILITIES

PROJECT NO: 89943
SCALE: NTS

FIGURE 1

DRAWING NO:

EXHIBIT B

PUBLIC CORPORATION MAXIMUM ALLOWABLE AND MINIMUM FLOW LIMITS

Customer	Maximum Flow Rate (cfs)
Southeast Macomb Sanitary District (Combination of Eastpointe, St. Clair Shores and Roseville)	102.0
Milk River Intercounty Drain Drainage District (Combination of Harper Woods and Grosse Pointe Woods)	22.0
Grosse Pointe Shores	3.0
Total	127.0

Overview of NESDS Flow:

- Flow from the Cities of Eastpointe, Roseville and St. Clair Shores pass through the Marter Road Pumping Station ("MRPS") into the Grosse Pointe Interceptor ("GPI").
- Flow from Cities of Grosse Pointe Woods and Harper Woods enter the NESDS through a system of sewers which pass through the Milk River Combined Sewer Overflow (CSO) Retention Treatment Basin (RTB) with the exception of a portion of the Flow from Harper Woods which flows directly into the GPI at the Harper Woods Flow Control facility. During non-Wet Weather Events, Flows which pass through the Milk River RTB are pumped by sanitary pumps into the GPI.
- Flow from Grosse Pointe Shores flow directly into the GPI.
- During Wet Weather Events, and when there is insufficient capacity in the GPI, the Flow that is in excess of the system capacity are pumped in to the Milk River CSO RTB are stored until the RTB can safely pump Flow into the GPI. If the capacity of the Milk River RTB is exceeded, treated combined sewage overflow is discharged into the Milk River.

EXHIBIT C

WET WEATHER STORAGE FACILITIES

- 1. Martin Retention Treatment Basin**
22301 Bon Brae Street
St. Clair Shores, MI 48081

- 2. Chapaton Retention Treatment Basin**
23001 East 9 Mile Road
St. Clair Shores, MI 48080

- 3. Milk River Retention Treatment Basin**
1190 Parkway Drive
Grosse Pointe Woods, MI 48326

EXHIBIT D
NESDS DEBT SERVICE

MICHIGAN FINANCE AUTHORITY
ESTIMATED CLEAN WATER PROGRAM SCHEDULE
Charter County of Wayne: Project 5416-01
Date of Issue: 09/17/2013

594

Loan Summary

Date	Principal	Interest (2.00%)	Debt Service	Annual Debt Service	Disbursements	Outstanding Balance
09/26/2013	-	-	-	-	1,150,115.00	1,150,115.00
10/01/2013	-	-	-	-	-	1,150,113.00
10/18/2013	-	-	-	-	6,023.00	1,156,138.00
04/01/2014	-	11,875.84	11,875.84	11,875.84	-	1,156,138.00
01/30/2014	-	-	-	-	448,487.00	1,604,625.00
02/27/2014	-	-	-	-	390,149.00	1,994,774.00
03/27/2014	-	-	-	-	255,626.00	2,250,400.00
09/01/2014	-	-	-	-	434,960.00	2,685,360.00
03/22/2014	-	-	-	-	290,034.00	2,975,394.00
08/27/2014	-	-	-	-	1,111,387.00	4,086,781.00
10/01/2014	-	36,324.79	36,324.79	-	-	4,086,781.00
08/21/2014	-	-	-	-	1,270,089.00	5,356,870.00
09/18/2014	-	-	-	-	2,335,190.00	7,692,060.00
10/23/2014	-	-	-	-	1,284,923.00	8,986,983.00
11/20/2014	-	-	-	-	493,238.00	9,480,221.00
12/18/2014	-	-	-	-	920,762.00	10,400,983.00
01/22/2015	-	-	-	-	31,230.00	10,432,213.00
04/01/2015	-	101,774.30	101,774.30	138,099.09	-	10,432,213.00
02/26/2015	-	-	-	-	710,149.00	11,142,362.00
03/26/2015	-	-	-	-	404,521.00	11,546,883.00
04/16/2015	-	-	-	-	439,344.00	11,986,227.00
05/28/2015	-	-	-	-	180,664.00	12,166,891.00
10/01/2015	-	122,223.91	122,223.91	-	-	12,166,891.00
07/17/2015	-	-	-	-	149,288.00	12,316,179.00
08/27/2015	-	-	-	-	338,163.00	12,654,342.00
10/29/2015	-	-	-	-	152,869.00	12,807,211.00
04/01/2016	555,000.00	129,086.81	684,086.81	806,310.72	-	12,852,211.00
01/28/2016	-	-	-	-	48,411.00	12,900,622.00
10/01/2016	-	123,175.66	123,175.66	-	-	12,900,622.00
04/01/2017	565,000.00	123,006.22	688,006.22	811,181.88	-	11,735,622.00
10/01/2017	-	117,356.22	117,356.22	-	-	11,735,622.00
04/01/2018	575,000.00	117,356.22	692,356.22	809,712.44	-	11,160,622.00
10/01/2018	-	111,606.22	111,606.22	-	-	11,160,622.00
04/01/2019	590,000.00	111,606.22	701,606.22	813,212.44	-	10,570,622.00
10/01/2019	-	105,706.22	105,706.22	-	-	10,570,622.00
04/01/2020	600,000.00	105,706.22	705,706.22	811,412.44	-	9,970,622.00
10/01/2020	-	99,706.22	99,706.22	-	-	9,970,622.00
04/01/2021	610,000.00	99,706.22	709,706.22	809,412.44	-	9,360,622.00
10/01/2021	-	93,606.22	93,606.22	-	-	9,360,622.00
04/01/2022	625,000.00	93,606.22	718,606.22	812,212.44	-	8,735,622.00
10/01/2022	-	87,356.22	87,356.22	-	-	8,735,622.00
04/01/2023	635,000.00	87,356.22	722,356.22	809,712.44	-	8,100,622.00
10/01/2023	-	81,006.22	81,006.22	-	-	8,100,622.00
04/01/2024	650,000.00	81,006.22	731,006.22	812,012.44	-	7,490,622.00
10/01/2024	-	74,506.22	74,506.22	-	-	7,490,622.00
04/01/2025	660,000.00	74,506.22	734,506.22	809,012.44	-	6,790,622.00
10/01/2025	-	67,906.22	67,906.22	-	-	6,790,622.00
04/01/2026	675,000.00	67,906.22	742,906.22	810,812.44	-	6,115,622.00
10/01/2026	-	61,156.22	61,156.22	-	-	6,115,622.00
04/01/2027	690,000.00	61,156.22	751,156.22	812,312.44	-	5,423,622.00
10/01/2027	-	54,256.22	54,256.22	-	-	5,423,622.00
04/01/2028	705,000.00	54,256.22	759,256.22	813,512.44	-	4,720,622.00
10/01/2028	-	47,206.22	47,206.22	-	-	4,720,622.00
04/01/2029	715,000.00	47,206.22	762,206.22	809,412.44	-	4,003,622.00
10/01/2029	-	40,056.22	40,056.22	-	-	4,003,622.00
04/01/2030	730,000.00	40,056.22	770,056.22	810,112.44	-	3,279,622.00
10/01/2030	-	32,756.22	32,756.22	-	-	3,279,622.00
04/01/2031	745,000.00	32,756.22	777,756.22	810,612.44	-	2,530,622.00
10/01/2031	-	25,306.22	25,306.22	-	-	2,530,622.00
04/01/2032	760,000.00	25,306.22	783,306.22	810,612.44	-	1,770,622.00
10/01/2032	-	17,706.22	17,706.22	-	-	1,770,622.00
04/01/2033	775,000.00	17,706.22	792,706.22	810,412.44	-	995,622.00
10/01/2033	-	9,956.22	9,956.22	-	-	995,622.00
04/01/2034	796,000.00	9,956.22	804,956.22	814,912.44	-	200,622.00
10/01/2034	-	2,006.22	2,006.22	-	-	200,622.00
04/01/2035	780,000.00	2,006.22	782,006.22	784,012.44	-	(579,378.00)
Total	\$13,455,000.00	\$2,905,791.45	\$16,340,791.45	\$16,340,791.45	\$12,855,622.00	-

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Michigan Finance Authority
Accounting and Finance

EXHIBIT E

SEMSD System Cost Allocation

Service Charges for the SEMSD System (providing service to St. Clair Shores, Eastpointe and Roseville, only) shall be allocated as follows:

1. Base flow and all operational expenses of the SEMSD shall be allocated to each community (i.e. St. Clair Shores, Eastpointe and Roseville) on the basis of water purchased (consumption) from the Great Lakes Water Authority.
2. Excess flows, including treatment costs and billing expenses shall be allocated to each member community as follows (see page 2 for Excess Flow Apportionment Calculations):

A.	Eastpointe	34%
B.	Roseville	28.15%
C.	St. Clair Shores	37.85%
3. This Allocation may be reviewed annually by the SEMSD Board for the first five (5) years from the effective date of the Contract, however, it shall be reviewed in detail at the end of the first five (5) years and then reviewed in intervals of not less than five (5) years to achieve the following objectives.
 - A. Reasonably reflect actual sewage flows from each community,
 - B. Utilize a methodology which involves reasonable costs for administration and equipment and reasonable reliability.

The SEMSD Board may employ the services of consultants and other experts as part of the review process upon reasonable terms and conditions.

After an apportionment study is completed, and distributed to the communities for review. To become effective, any new apportionment shall be approved by unanimous vote of the SEMSD. If the SEMSD Board is unable to unanimously agree on a method of apportionment, the issue will be submitted to binding arbitration with the American Arbitration Association. Once the method of apportionment has been agreed upon or decided by arbitration, if applicable, it shall become effective with the next fiscal year Service Charges.

Excess Flow Apportionment Calculations									
Community	Total Service Area (Acres)	A_c Combined Service Area (Acres)	C_c Runoff Coefficient for Combined Areas	$A_c C_c$	A_s Separated Service Area (Acres)	C_s Runoff Coefficient for Separated Areas	$A_s C_s$	$A_c C_c + A_s C_s$	% of Excess Flow
Roseville	5,948.6	642.8	0.35	225.0	5,305.8	0.1	530.6	755.6	28.15
Eastpointe	3,068.0	2,423.8	0.35	848.3	644.2	0.1	64.4	912.7	34.00
St. Clair Shores	6,527.0	1,452.5	0.35	508.4	5,074.5	0.1	507.5	1,015.9	37.85
TOTALS	15,543.6	4,519.1		1,581.7	11,024.5		1,102.5	2,684.2	100.00

EXHIBIT F

DISPUTE RESOLUTION PROCEDURES

The Parties agree that it is in their collective best interest to establish a dispute resolution procedure to allow for faster resolution of problems, reduce expenses for attorneys, fees and costs, and improve working relationships. These procedures shall be utilized in the event that a dispute arises between Public Corporation and the SEMSD with regard to Services by the SEMSD or arising under this Contract.

All capitalized terms shall have the meaning defined in the Contract.

1. General Dispute Resolution Policy

Any and all claims alleging a breach of or arising under this Contract, other than claims requiring immediate relief to prevent irreparable harm to a Party, public health or the environment, shall first be submitted to the alternative dispute resolution ("ADR") process set forth in this Exhibit E. No litigation, other than a suit seeking immediate relief to prevent irreparable harm to a Party, public health or the environment may be initiated until the Parties have complied with the Informal Negotiation (Section 2) and Formal ADR Procedures (Sections 3 & 4) set forth here.

Unless expressly agreed in writing by the Parties, all alternative dispute resolution procedures utilized shall be non-binding.

No resolution achieved under these procedures shall be binding on the SEMSD or any other Public Corporation unless such Public Corporation has agreed in writing to the resolution.

All dispute resolution proceedings under this Contract shall be private and confidential, and any written or oral communications will similarly be deemed to be confidential, and may not be disclosed unless the Parties agree otherwise. Documents created by the Parties for use in any ADR process shall not be filed with any court or made available as evidence in any court proceeding by any other Party. However, evidence or information which is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure or its use in mediation. Any person involved in the ADR process who is not an agent or employee of a Party shall not testify regarding matters disclosed during the mediation process, but may testify only as to the final outcome of the ADR process, and the Parties to the dispute agree they shall not seek testimony from any such person with regard to information or knowledge obtained by such person as the result of participating in an ADR process under this Contract.

2. Informal Negotiations

Each Party agrees to undertake informal negotiations before invoking formal ADR procedures under this Contract or litigation. This process shall be commenced by written notice from the initiating Party to the other describing the subject matter of the dispute. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. Upon issuance of such written notice, the Parties shall engage in good faith informal negotiations among themselves to attempt to develop a mutually acceptable resolution to the dispute. The time frame for conducting informal negotiations shall not exceed 45 days from the date of issuance of the written notice, unless all Parties agree to a longer informal negotiation timeframe. Such a notice shall preserve the initiating Party's right

to object under any Board policy governing objections to charges or any other matter related to services provided pursuant to this Contract.

3. Invocation of Formal ADR Procedures

In the event a dispute arises between the Parties that is not resolved by informal discussions between them, either Party may initiate the formal alternative dispute resolution process under Sections 3 and 4 by giving notice in writing to the other Party. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. Such notification shall toll the running of the statute of limitations for 120 days and, except for claims requiring immediate relief, shall bar either Party from commencing litigation with regard to the breach or the matter in issue.

Unless the Parties reach a settlement within the 120-day period or agree in writing within the 120-day period to continue the ADR process and to continue toll the running of the statute of limitations, at the end of the 120-day period any Party may commence litigation and the statute of limitations shall commence to run.

4. Mediation

If informal negotiation is not successful in resolving the dispute, the matter shall be referred to mediation. Mediation is defined to be a non-binding dispute resolution process in which an impartial neutral facilitates negotiations among the Parties in an attempt to help reach a settlement.

(a) Selection of Mediator

The mediator of the dispute must be neutral and impartial, with no conflict of interest with any Party, and no financial or personal interest in the outcome of the mediation. The mediator shall be selected with thirty (30) days following the conclusion of informal negotiations by the Parties. The mediator shall be selected by agreement of the Parties. If no mutually acceptable mediator is identified and selected with thirty (30) days, then the dispute resolution process under this Step shall be terminated.

(b) Costs for Mediator

The costs for the mediator shall be paid by the SEMSD as a System Cost, unless it is mutually agreed that some alternative cost apportionment for the mediator's expenses is acceptable.

(c) Conduct of Mediation

Each Party involved in the dispute shall designate a decision-maker to serve as their representative to participate in the mediation, and that person shall be vested with authority to negotiate on behalf of the Public Corporation and/or the SEMSD, and to settle the dispute. Each Party to the dispute may also be represented during the process by an attorney and/or technical consultants if it so chooses, provided that the costs of any such participation are borne solely by that Public Corporation, and/or the SEMSD (as a System Cost).

The mediator shall be free to meet and communicate separately as he/she deems appropriate with each Party, but will schedule joint meetings of all Parties with the time, place and agenda to be established by the mediator in consultation with the Parties. No stenographic, video or record will be made of meetings conducted by the mediator, and formal rules of evidence and procedure will not apply to materials presented and discussed.

The mediation process may be terminated by the mediator at any time if the mediator determines that one or more Parties is not acting in good faith, or if the mediator concludes that further dispute resolutions efforts would not be useful in achieving a settlement. The mediation process will automatically terminate after 90 days from the date the mediator is retained, unless the time period is extended by agreement of all Parties and the mediator.

If a settlement is reached, a preliminary Memorandum of Understanding will be prepared and signed or initialed before the Parties separate. Thereafter, either the mediator or the Parties themselves will promptly and not later than thirty (30) days following the execution of the Memorandum of Understanding draft a written settlement document incorporating the terms of any such settlement. This draft document will be circulated, amended as necessary, and then formally executed. It is anticipated that in some cases, formal execution of any settlement agreement may be deferred pending review and consideration of the document by the governing bodies of the Public Corporation and/or the SEMSD.

5. Proceedings After Unsuccessful Mediation

If mediation is terminated for any reason prior to resolution of the dispute, the Parties or the mediator (if any) may discuss with the Parties the possibility of proceeding with binding arbitration as a form of dispute resolution in lieu of litigation. If binding arbitration is acceptable to all Parties, the Parties may request that the mediator (if any) assist in structuring a procedure to generate a prompt and economical decision; for example, by use of the Commercial Rules of the American Arbitration Association. The mediator (if any) shall not serve as arbitrator unless all Parties agree.

If no resolution is reached through the mediation process, and if the Parties decide not to pursue voluntary binding arbitration as discussed above, any Party may then exercise its right to pursue resolution of the matter in a court of appropriate jurisdiction.

MEMO 18 – 31

RECEIVED

MAY - 4 2018

CITY OF GROSSE PTE. WOODS

9B

TO: Bruce Smith, City Administrator F.S.

FROM: Frank Schulte, Director of Public Services

DATE: April 25, 2018

SUBJECT: Recommendation – 2018 Concrete Pavement Repair Program
AEW Project No. 0160-0400

I have reviewed the recommendation from AEW to award the 2018 Concrete Pavement Repair Program for Grosse Pointe Woods/Harper Woods to the lowest qualified bidder, L. Anthony Construction of Shelby Township, Michigan. This contractor has worked with AEW on similar projects in Grosse Pointe Woods, Center Line, St. Clair Shores, and Eastpointe. They are qualified to perform this type of work and their work has been satisfactory.

Based upon the recommendation of AEW, I concur that the contract for the work in Grosse Pointe Woods be awarded to the lowest qualified bidder L. Anthony Construction, 11085 Lisa Lane, Shelby Township, Michigan 48316 in the amount of \$218,726.00. Including engineering fees of \$43,000.00 the total project cost to Grosse Pointe Woods will not exceed \$261,726.00.

This is a budgeted item in the 2018/2019 fiscal year budget in the following accounts: Major Streets Concrete Maintenance #202-451-974.200 in the amount of \$39,370.68, Local Streets Concrete Maintenance #203-451-974.200 in the amount of \$85,303.14, Water/Sewer Miscellaneous Concrete Repairs #592-537-975.400 in the amount of \$94,052.18, Major Streets Engineering in #202-451-974.201 in the amount of \$7,310.00, Local Streets Engineering in 203-451-974.201 in the amount of \$15,910.00 and Water/Sewer Engineering #592-537-975.401 in the amount of \$19,780 .00.

Please contact me if you have any questions concerning this matter.

Attachments

c.c. Eng. File

Recommend approval of the above stated and do not believe any benefit will accrue to the City by seeking further competitive bids. Approved for Council consideration.


Bruce Smith, City Administrator

5/4/18
Date

Fund Certification:

I hereby certify that unencumbered funds in accounts 202-451-974.200, 203-451-974.200, 592-537-975.400, 202-451-974.201, 203-451-974.201, and 592-537-975.401 as shown above will be available upon approval of the 2018/2019 budget, and that the account numbers have been verified.


Cathrene Behrens, Treasurer/Comptroller

5/4/2018
Date

9C
RECEIVED

MAY -2 2018

F.S.
CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services

DATE: April 27, 2018

SUBJECT: 2018 Parking Lot Improvements - AEW Project No. 0160-0396

On Wednesday, March 28, 2018, AEW received three bids for parking lot improvements in the city including the City Hall, DPW, Ghesquiere Park Jackson, and Ghesquiere Park Bramcaster parking lots. They reviewed the bids and references for the low bidder, S&J Asphalt Paving Company of Canton, Michigan with a total bid amount of \$488,155.00. AEW has not previously worked with S&J Asphalt Paving, but they received positive references from the City of Trenton, the City of Farmington Hills, and the Lincoln Park School District for projects including parking lots and street paving.

Based upon the recommendation of AEW, I concur that a contract for the 2018 Parking Lot Improvements be awarded to the lowest qualified bidder, S&J Asphalt Paving Company, 39571 Michigan Avenue, Canton, MI 48188 in an amount not to exceed \$488,155.00. In addition, engineering fees of \$75,000.00 were approved by city council on January 24, 2018, for a total project cost not to exceed \$563,155.00.

The construction is a budgeted item included in the 2018/2019 fiscal year budget in Municipal Improvements account #401-902-977.101 in the amount of \$138,805.00 and in the Parking Capital Improvements account #585-561-979.000 in the amount of \$349,350.00.

Please contact me if you have any questions concerning this matter.

c.c. Eng. File

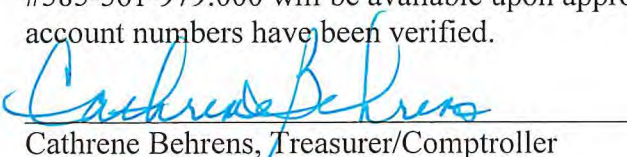
Approved for Council consideration.


Bruce Smith, City Administrator

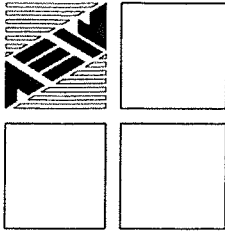
May 1, 2018
Date

Fund Certification:

I hereby certify that unencumbered funds in account #401-902-977.101 and account #585-561-979.000 will be available upon approval of the 2018/2019 budget, and that the account numbers have been verified.


Cathrene Behrens, Treasurer/Comptroller

5/1/2018
Date



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

April 6, 2018

Bruce Smith, City Administrator
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2018 Parking Lot Improvements
AEW Project No. 0160-0396

Dear Mr. Smith:

On Wednesday, March 28, 2018, three (3) bids were received for the above referenced project. We have reviewed the bids and have included a summary herewith for your use. The low bidder is S&J Asphalt Paving Company, of Canton, Michigan with a total bid amount of \$488,155.00.

We have not previously worked with S&J Asphalt Company; however we reached out to their project references which included, the City of Trenton, City of Farmington Hills, and Lincoln Park School District. All of the above references had good experiences with S&J Asphalt Paving Company and included projects such as parking lots and street paving. All references indicated they would hire S & J Asphalt Paving on future projects.

Based upon the reference checks, availability of funds, and the lowest bid submitted, we recommend the contract for the **2018 Parking Lot improvements** be awarded to **S&J Asphalt Paving Company**, 39571 Michigan Avenue, Canton, Michigan 48188 in the amount of **\$488,155.00**.

If you have any questions, please advise.

Sincerely,

ANDERSON, ECKSTEIN AND WESTRICK, INC.

Scott Lockwood, PE

cc: Frank Schulte, DPW Director
Cathy Behrens, Controller

Enclosure

M:\0160\0160-0396\Gen\Letters\recaward.docx

*add'l m
eng cost*

Memorandum 5-18

RECEIVED

APR 26 2018

CITY OF GROSSE PTE. WOODS

9D

Date: April 9, 2018
To: Bruce J. Smith, City Administrator
From: Frank Schulte, Director of Public Services FS
Subject: Recommendation – Pool Opening – Lake Front Park

Aquatic Source has provided a proposal in the amount of \$5,500.00 for spring pool opening. In the spring of 2017, City Council approved the installation of Accu-Tab chlorination feeders by Aquatic Source. The installation agreement stated "Should the Accu-Tab units need service during the three years (2017-2019 seasons), Aquatic Source will service them at their cost."

I do not believe any benefit will accrue to the City to seek further competitive bids for this services. Based upon the warranty of the Accu-Tab system, I recommend that we issue a purchase order to Aquatic Source, 190 Summit St., Brighton, MI 48116 for the spring opening of the pool in an amount not to exceed \$5,500.00. This is a budgeted expense in the 2018-2019 fiscal year budget in the general ledger account 101-774-818.103 for pool maintenance contractual services.

If you have any questions concerning this matter please contact me.

Attachment

Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.



Frank Schulte, Director of Public Services

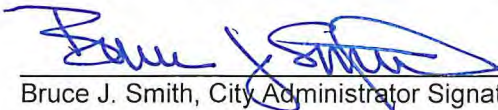
Fund Certification:

I hereby certify that unencumbered funds are available for the above purchase, and that the account number has been verified.



Cathy Behrens, Treasurer/Comptroller Signature

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.



Bruce J. Smith, City Administrator Signature

Aquatic Source

190 Summit St.
Brighton, MI 48116
Ph: 248-366-0606
Fax: 248-366-0605
www.aquaticsource.com

Opening Proposal

DATE: 1.24.2018

Proposal submitted to

City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Work to be performed at

Grosse Pointe Woods - Lakefront Park
23000 E. Jefferson
St. Clair Shores, MI 48080
Nikki cell 313-363-1258

We hereby propose to furnish the materials and labor necessary for the completion of: **OPENING OF SWIMMING POOL**

Includes:

Drain & Clean pool
Set-up of filtration equipment

Reinstall deck equipment
Open bath house(s) (where applicable)

Basic Pool Opening

\$ 5500.00*

Pool will be left filling unless customer requests otherwise. It is customer's responsibility to turn water off.

Check if applicable

- ☐ Drain and clean spa
- ☐ Drain and clean wading pool
- ☐ Drain and clean water feature fountain
- ☐ Remove, rinse and fold cover and store within pool enclosure (fence/pump room)
- ☐ Clean cover

ADD to base price:

- \$95.00
- \$95.00 (Up to 12 x 12)
- \$95.00 (Does not apply for drinking fountains)
- \$95.00 (up to 30 x 50)
- Time and Material

Includes ALL
pools &
erecting
climbing
wall &
covers

Additional available services billed individually:

- ☐ Training of personnel
- ☐ Start-up of filtration system / lighting of pool heater

Standard Service Rates

Standard Service Rates*

**Pool must be completely full. It's the customer's responsibility to call our office to notify us when pool is full & ready for start up.*

Due to the huge volume of work which must be performed within a short time frame, it is necessary that our crews work in a "production mode". You will be informed the day before our crews will arrive. It is the customer's responsibility to be sure all gates and doors are unlocked & that water will be available at pool site before our crew arrives. If our crew has to wait for access to pool area or needs a return visit due to failure to provide water or access to pool, additional charges may incur. Other possible extra charges include: excessive use of acid due to badly stained pools or in which the marcite has deteriorated, inability to access pump room due to storage of deck furniture, etc., removal of excessive debris or leaves from pool (five (5) or more garbage bags). **WE DO NOT DISPOSE OR HAUL AWAY GARBAGE BAGS.** If Aquatic Source is to store the cover outside of the pool enclosure, extra charges will apply for time incurred.

Minor necessary repairs will be performed during Drain & Clean at an additional charge over the basic bid. Any major needed repairs will be quoted separately. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner needs to carry fire, tornado and other necessary insurance on above work. Workman's Compensation and Public Liability Insurance on above work is to be supplied by contractor. Prices may change as a result of time and expense incurred in order to satisfy any federal, state or local environmental law or requirement regarding the discharge of pool related water. Cost increases beyond the control of Aquatic Source from suppliers such as gasoline and/or chemicals could result in these costs being passed through to the customer.

Respectfully submitted by Aquatic Source, LLC

Per: Christie Rodenbo
Service Manager

***** NEW FEDERAL MAIN DRAIN LAW*****

Only if the applicable quote is signed will Aquatic Source install new main drain covers for your site to meet the ASME A112.19.8-2007 or 2008a portion of the Virginia Graeme Baker Pools & Spa Safety Act of 2007. Providing certified drain covers without changing the attachment frame and/or drain sump may not fully comply with this standard.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment is NET 10.** Scheduling dates will be determined in accordance to the order in which your signed proposal is received in our office. We will, however, accommodate each customer as much as possible. Please indicate your preference dates for the Drain & Clean below:

First choice - week of: _____ Second choice - week of: _____

(Printed Name)

(Signature)

(Date)

*pricing valid for 2018/2019 season.

MEMO 18 - 21

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *FS*
DATE: April 25, 2018
SUBJECT: Recommendation – Signage City Hall Complex

9E
RECEIVED
MAY - 1 2018
CITY OF GROSSE POINTE WOODS

Over the years, we have had many residents and non-residents complain how difficult it is for them to locate the Grosse Pointe Woods Public Safety Department when driving Mack Avenue. To make it easier to identify the location of the Public Safety Department at City Hall we have had three signs designed by Embree Sign Company.

One sign would have colonial theme to be located on the corner of the entrance drive off Mack Avenue. This sign would say (Welcome - City Hall/Public Safety). The color theme would be white, green and gold. The cost of this sign is \$3,880.00 installed. The two signs for the Public Safety building would be located to the left of the entrance at the front of the building off the circular drive and at the Public Safety rear entrance to the building off the employee parking lot. These signs would be blue and gray in the shape of the police badge and would represent the current logo worn by our police officers on their uniforms. They would replace the deteriorated Public Safety signs that now exist on the building. The cost of these two signs is \$1,217.25 installed. The total cost to purchase and install the proposed new signage will be \$5,097.25.

Installing these new signs will make it easier for both our residents and non-residents to locate and navigate City Hall and our Public Safety Department. The signs will be visible while traveling Mack Ave. and will enhance the appearance of the Municipal Complex. Therefore, I recommend we issue a purchase order in the amount of \$5,097.25 to Embree Sign Co., 26520 Harper Ave, St Clair Shores, MI 48081. This is not a budgeted item included in the 2017/18 budget. Funds are available in the Local Streets Traffic Services general ledger account 203-474-757.000 with an unexpended balance of \$6,200.00.

Please contact me if you have any questions regarding this matter.

Attachments

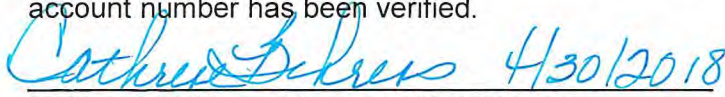
Recommend approval of the above stated and do not believe any benefit will accrue to the City by seeking further competitive bids. Approved for Council consideration.


Bruce Smith, City Administrator

4/30/2018
Date

Fund Certification:

I hereby certify that unencumbered funds are available for the above purchase, and that the account number has been verified.


Cathrene Behrens, Treasurer/Comptroller

MEMO 18 - 37

9F

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services FS
DATE: April 25, 2018
SUBJECT: Purchase – Terrain AWD Utility Vehicle


RECEIVED
MAY - 1 2018
CITY OF GROSSE PTE. WOODS

I have received a quote from Todd Wenzel Buick GMC, 35100 Ford Road, Westland, MI 48185 for a 2018 GMC Terrain AWD 4-door SLE Utility Vehicle through the Oakland County Bid Purchase Program. The Terrain will allow transport of several DPW employees and the collection cans for weekly servicing of parking meters along Mack Ave. as well as other tasks, i.e., picking up supplies, checking rubbish routes, responding to residents, etc., requiring the use of an enclosed vehicle. It will replace the Assistant Director of Public Services' 2016 GMC Sierra pickup DPW #2 that will go back into the DPW fleet replacing an older pickup to be placed on the MITN (Michigan Intergovernmental Trade Network) auction site following delivery of the new vehicle. This purchase will be charged against the Parking Fund fund balance (60%) and the General Fund fund balance (40%).

The Oakland County Bid is the lowest price available and no further benefit would accrue to the city by going out for additional bids. Therefore, I recommend that we purchase this vehicle through the Oakland County Bid Purchase Program from Todd Wenzel Buick GMC, 35100 Ford Road, Westland, MI 48185 at a price of \$24,498.00. This is not a budgeted item included in the 2017/2018 fiscal year budget. This purchase will require a transfer from the Parking Fund fund balance account #585-000-395.000 in the amount of \$14,698.80 (60%) and from the General Fund fund balance account #101-000-699.000 in the amount of \$9,799.20 (40%) into the Motor Vehicle Capital Equipment-Public Works account #640-852-977.599.

If you have any questions concerning funding please contact Cathy Behrens.

Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek further competitive bids.


Bruce Smith, City Administrator


Date

Fund Certification:

A budget amendment and transfer is required from the Parking Fund fund balance account #585-000-395.000 in the amount of \$14,698.80 (60%) and a transfer from the General Fund fund balance account #101-000-699.000 in the amount of \$9,799.20 (40%) to the Motor Vehicle Capital Equipment-Public Works account #640-852-977.599 and that the account number has been verified.


Cathrene Behrens, Treasurer/Comptroller

96

RECEIVED

MAY - 1 2018

CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services FS

DATE: April 25, 2018

SUBJECT: Purchase – Bobcat Tool Cat 5600 Multi-Use Utility Work Vehicle

The DPW is requesting to purchase a Bobcat Tool Cat 5600 multi-use utility work vehicle to enhance efficiency of DPW staff when repairing water main breaks and other miscellaneous water service repairs. The Bobcat Tool Cat utility vehicle with a hydraulic turbine blower has an enclosed cab with heater and air conditioning. It will be equipped with a deluxe road package, power bob-tach, heavy duty battery, a 68" angle broom, and a 62" general purpose bucket with bolt-on cutting edge. It also comes with a 72" straight blade with rubber cutting edge, and 48" heavy duty pallet fork frame with teeth. The Bobcat Tool Cat will be used in conjunction with the backhoe on water main breaks. The fork lifts can load and move materials to the job site, the bucket can load material and debris at the job site, and broom the street. It will assist the large backhoe and is smaller and more maneuverable. In addition, the Bobcat will be used to help clear snow, leaves and other debris from city parking lots. This purchase will be charged against Water/Sewer Capital Improvement Fund balance (60%) and Parking Fund balance (40%).

I have received a quote from Carleton Equipment Company, Bobcat of Motor City Livonia, 31231 Schoolcraft Road, Livonia, MI 48150 to deliver one Bobcat Tool Cat multi-use utility work vehicle to be ordered from Clark Equipment Company dba Bobcat Company, P.O. Box 6000, 250 E. Beaton Dr., West Fargo, ND 58078. Pricing is based upon the State of Michigan MIDEAL contract 071B7700088. The MIDEAL program is a cooperative purchasing program for state and government agencies and the City can take advantage of the government pricing offered. I do not believe any benefit will accrue to the City by seeking further competitive bids.

I recommend a purchase order be issued to Clark Equipment Company dba Bobcat Company, P.O. Box 6000, 250 E. Beaton Dr., West Fargo, ND 58078 in an amount not to exceed \$63,082.62 for the purchase of one Bobcat Tool Cat 5600 multi-use utility work vehicle. This is not a budgeted item included in the 2017/18 fiscal year budget and will require a transfer from the Water/Sewer Capital Improvement Fund budget line account #592-536-992.999 in the amount of \$37,849.57 (60%) and a transfer from the Parking Fund fund balance account #585-000-395.000 in the amount of \$25,233.05 (40%) to the Motor Vehicle Capital Equipment-Public Works account #640-852-977.599.

If you have any questions concerning funding please contact Cathy Behrens.


Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek further competitive bids.


Bruce Smith, City Administrator

4/30/18
Date


Fund Certification:

A budget amendment and transfer is required from the Water/Sewer Capital Improvement Fund budget line account #592-536-992.999 in the amount of \$37,849.57 (60%) and a transfer from the Parking Fund fund balance account #585-000-395.000 in the amount of \$25,233.05 (40%) to the Motor Vehicle Capital Equipment-Public Works account #640-852-977.599 and that the account number has been verified.


Cathrene Behrens, Treasurer/Comptroller

4/30/2018

94

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services 
DATE: April 25, 2018
SUBJECT: Purchase – Dodge RAM Water Truck Replacement

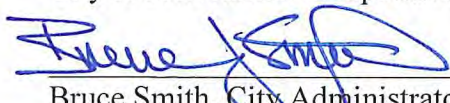
RECEIVED
MAY - 1 2018
CITY OF GROSSE PTE WOODS

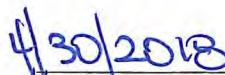
DPW employees currently use a 2003 pickup truck with exposed bed and exterior mounted tool boxes to perform daily water repairs and address other issues as needed. This vehicle is used to perform water service shut-offs, installing water meters, sprinkler work and for water main breaks. At present water tools and water meters are exposed to the elements in an open-bed pickup. An enclosed work van will improve employee efficiency as well as keeping tools, water meters, and sprinkler parts from being exposed to weather conditions, possible loss or theft. The van would replace the DPW 2003 pickup currently used for water repairs. The DPW 2003 pickup will then replace the 2000 Parks & Rec pickup (P&R-1) that has reached its useful life and should be replaced.

We received a quote of \$32,469.70 for a 2018 RAM ProMaster 3500 high-roof cargo van. Pricing is based upon the State of Michigan MIDEAL contract 071B7700182. The MIDEAL program is a cooperative purchasing program for state and government agencies and the City can take advantage of the government pricing offered. I do not believe any benefit will accrue to the City by seeking further competitive bids. I recommend that we purchase a 2018 RAM ProMaster 3500 high-roof cargo van from Galeana's Van Dyke Dodge, 28400 Van Dyke, Warren, MI 48093 for \$32,469.70. This is not a budgeted item included in the 2017/2018 fiscal year budget. This purchase will require a transfer from the Water/Sewer Capital Improvement Fund budget line account #592-536-992.999 in the amount of \$32,469.70 into the Motor Vehicle Capital Equipment-Public Works account #640-852-977.599.

If you have any questions concerning funding please contact Cathy Behrens.

Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek further competitive bids.


Bruce Smith, City Administrator


Date

Fund Certification:

A budget amendment and transfer is required from the Water/Sewer Capital Improvement Fund budget line account #692-536-992.999 in the amount of \$32,469.70 into the Motor Vehicle Capital Equipment-Public Works account #640-852-977.599, and that the account number has been verified.


Cathrene Behrens, Treasurer/Comptroller





**CITY OF GROSSE POINTE WOODS
DEPARTMENT OF PUBLIC SAFETY**

91

Date: April 13, 2018
To: Bruce Smith, City Administrator
From: John G. Kosanke, Director of Public Safety
Subject: **Budget Amendment Request – Purchase of Additional Dispatch Radio Console**
Grant No. 103032-14

RECEIVED
APR 13 2018
CITY OF GROSSE POINTE WOODS

The Lockup/Dispatch consolidation project is moving forward and equipment will need to be purchased. The City was awarded a grant in the amount of \$500,000.00 with \$100,000.00 assigned to infrastructure/equipment. Our Dispatch currently has one dispatch radio console for a dispatch position. A second console will provide an additional dispatch position with the equipment needed to receive and dispatch calls.

I received a quote of \$62,181.00 from Motorola. This cost covers equipment and implementation services, including the first year warranty. The quote is based on the State of Michigan MiDEAL Contract #071B2200101. MiDEAL is an extended purchasing program which allows Michigan local units of government to use state contracts to buy goods and services. Motorola is a sole source vendor for this product and service.

This item was not a budgeted expense in the 2017-2018 fiscal year budget.

Payment would be issued to:

Motorola Solutions, Inc.
1301 E. Algonquin Rd.
Schaumburg, Illinois 60196

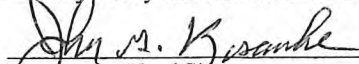
A budget amendment is required from the General Funds balance 101-000-699.000 to the following account: 401-902-977.102 (Public Safety Municipal Improvement) in the amount of \$62,181.00.

Recommend Approval of the above stated purchase with a cost not to exceed \$62,181.00 as submitted.

I respectfully request that you approve this budget amendment request. Please feel free to contact me if you have any questions.

Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.



Department Head Signature

Fund Certification:

I hereby certify that unencumbered funds are available for the above purchase, and that the account number has been verified.



Treasurer/Comptroller Signature

APPROVED FOR COUNCIL CONSIDERATION:



City Administrator Signature



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
1301 E. Algonquin Rd.
Schaumburg, IL 60196
USA

Tel. + 1 847 576 5000
Fax + 1 847 538 6020

March 28, 2018

John Kosanke
Director of Public Safety
Grosse Pointe Woods Police Department
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

Subject: Proposal for MCC7500 Dispatch Console

Dear Mr. Kasanke,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Grosse Pointe Woods Police Department with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value. To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- MCC7500 Dispatch Console (1) Position
- Complete Installation, Optimization, and 24x7 1st Year Warranty

This proposal consists of this cover letter and its Exhibits. Pricing is based on State of Michigan MiDEAL Contract #071B2200101 and is valid for a period of 90 days from the date of this cover letter. Grosse Pointe Woods may accept this proposal by issuing a Purchase Order referencing this proposal and the State of Michigan contract number. Motorola will be pleased to address any concerns that Grosse Pointe Woods may have regarding the proposal. Please direct any questions to either Ed Horvath, Manufacturers Representative (MR) at 313-218-3450 or Nicole Sherrill, Motorola Solutions Inc., Area Sales Manager at 609-760-2703.

We thank you for the opportunity to furnish the Grosse Pointe Woods PD with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,
Motorola Solutions, Inc.

Nicole Sherrill
Area Sales Manager

PRICING

4.1 PRICING

DESCRIPTION	PRICE
EQUIPMENT:	
(1) MCC 7500 Console Position includes: (1) position, VPM IP-based operator position, associated equipment as per the included equipment list. Instant Recall Recorder.	\$37,880.00
IMPLEMENTATION SERVICES:	
Program Management, Installation, Implementation, engineering support, Training, System Technologist support, and 7x24 warranty support for first year.	\$24,253.00
SYSTEM TOTAL	\$62,181.00.00
This proposal and pricing is valid until April 14,2018	

4.2 PAYMENT TERMS

- 25% of contract price upon contract execution
- 60% of contract price upon shipment of equipment
- 5% of contract upon Installation of equipment
- 5% upon system acceptance or beneficial use
- 5% upon Final Acceptance

95

Live Performance Agreement
Sonic Freeway, 248-763-4956

THIS PERFORMANCE AGREEMENT is made and entered into as of April 10, 2018, by and between City of Grosse Pointe Woods, whose business address is 20025 Mack Ave, Grosse Pointe Woods ("Purchaser") and Sonic Freeway, LLC, a Michigan Limited Liability Company ("Musician"), whose business address is 1111 Congress Dr., Troy, MI 48085.

In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Musician agree as follows:

1) ENGAGEMENT. The Purchaser hereby engages Musician to render a musical performance (the "Performance"), and Musician hereby agrees to render such Performance under the terms and conditions specified herein.

2) INDIVIDUALS COMPRISING MUSICIAN. Musician consists of the following individuals: Bing Burris, Linda Ruth, Diana McNary, Jason Bartkowiak, and Eric Ashby. Musician's obligation to perform hereunder is subject to the unavailability of Musician as a result of sickness, accidents, acts of God, and other reasons beyond Musician's control.

3) LOCATION OF PERFORMANCE. The Performance will take place at the following location:
Name: The City of Grosse Pointe Woods, Music on the Lawn
Street Address: 20025 Mack Ave.
City/State/Zip: Grosse Pointe Woods, MI 48236
Phone/Email: 313-343-2445
Sound system, lights (if needed), and break music will be supplied by: ___ Purchaser X Musician.

Details:

4) DATE AND TIME OF PERFORMANCE. The day and date of the Performance is Friday, July 27th, 2018. The venue will be available for set-up on 7/27/18 at 4:30 pm. The Musician will play 3 sets as follows:

Set #	Start Time	Ending Time	Set #	Start Time	Ending Time
Set 1:	7:00pm	7:50pm			
Set 2:	8:10pm	9:00pm			
Set 3:	9:20pm	10:00pm			

5) PAYMENT. In full consideration for all services rendered by Musician at the Performance, Purchaser agrees to make the following payment in U.S. funds to Musician. A set fee of \$900.00.

Overtime: Purchaser agrees to pay Musician a fee of Three Hundred Twenty Five XX/100 (\$325.00) for each 30 minute overtime set (any set beginning after the agreed upon end time). Overtime must be paid in advance of the set and be agreed upon by both Musician and Purchaser. Overtime is calculated at \$65/musician per 30 minute set.

a) DEPOSIT. Purchaser will pay No Deposit (\$0.00) of the payment to Musician as a deposit by NA. If Purchaser does not pay Musician the deposit, Musician will have the option of canceling this Performance Agreement with no further liability hereunder to Purchaser. If no deposit is required initial here:

Both parties agree to waive deposit requirement (initial) _____ Purchaser BB Musician

b) PAYMENT OF BALANCE. Purchaser will pay Musician the remaining balance of the payment in cash; or check, money order, or certified check payable to Sonic Freeway, LLC on or before the following date July 27, 2018.

6) CANCELLATION DUE TO INCLEMENT WEATHER. In the event Purchaser cancels the Performance due to inclement weather by 3:00pm on the scheduled date, Purchaser will pay Musician a sum equal to: Four Hundred Fifty Dollars (\$450.00) representing 50 % of the set fee specified in paragraph 5. Upon payment of the cancellation fee, Purchaser will have no further liability to Musician hereunder.

After 3:00pm on the scheduled date, Purchaser pays Nine Hundred Dollars (\$900.00) representing 100% of the contract.

7) MISCELLANEOUS. This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Musician arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

Musician and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

PURCHASER:

City of Grosse Pointe Woods
(Name of Purchaser)

By: _____
(Signature of Authorized Representative)
Bruce J. Smith

Its: City Administrator
(Printed Name and Title)

MUSICIAN:

Sonic Freeway, LLC
(Name of Musician)

Bing Burris (Constitutes valid signature electronically)____
(Signature of Authorized Representative)

Bing Burris, Band Leader, Sonic Freeway
(Printed Name and Title)

Approved for Signature

Don R. Berschback
City Attorney

Date: 4-16-18

10A

CITY OF GROSSE POINTE WOODS PROCLAMATION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services teams consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, medical first responders, educators, administrators, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, the residents of Grosse Pointe Woods benefit daily from the knowledge and skills of the paramedics, medical first responders and firefighters of the City of Grosse Pointe Woods; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan, in recognition of this event do hereby proclaim the week of May 20 through May 26, 2018 as

EMERGENCY MEDICAL SERVICES WEEK

Robert E. Novitke, Mayor
May 7, 2018

CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, the members of the Public Safety Department of the City of Grosse Pointe Woods play an essential role in safeguarding the rights and freedoms of the citizens of Grosse Pointe Woods; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their Public Safety Department, and that members of our Public Safety Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression and intimidation; and

WHEREAS, the Public Safety Department of the City of Grosse Pointe Woods is a modern and scientific law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE, I, ROBERT E. NOVITKE, Mayor of the City of Grosse Pointe Woods, Michigan, call upon all citizens of Grosse Pointe Woods and upon all patriotic, civil and educational organizations to observe the week of May 13 through 19, 2018, as Police Week and that all of our residents join in commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I, FURTHER call upon all citizens of Grosse Pointe Woods to observe Tuesday, May 15, 2018, as Peace Officers Memorial Day in honor of those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

Robert E. Novitke, Mayor
May 7, 2018

CITY OF GROSSE POINTE WOODS

PROCLAMATION

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, and solid waste collection; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works employees; and

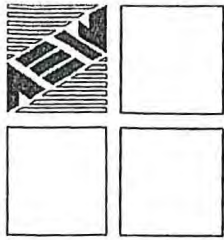
Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now, therefore, I, Robert E. Novitke, Mayor of the City of Grosse Pointe Woods, do hereby proclaim the week of May 20-26, 2018 as

"National Public Works Week"

in the City of Grosse Pointe Woods, Michigan. I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing public works services and to recognize the contributions that public works employees make every day to our health, safety, comfort, and quality of life.

Mayor Robert E. Novitke
May 7, 2018



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

11A

December 15, 2017

Cathy Behrens
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236-2397

RECEIVED

APR 20 2018

CITY OF GROSSE PTE. WOODS

Reference: ²⁰¹⁶ 2015 Pavement Joint Sealing Program
City of Grosse Pointe Woods
AEW Project No. 0160-0384 (Extension of 2015 Contract)

Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 3 for the above referenced project. For work performed through December 3, 2017, we recommend issuing payment for the **Net Earnings this Period (see Page 1)** in the amount of **\$14,289.53** to Michigan Joint Sealing, Inc. 28830 W 8 Mile Rd. Ste. 103, Farmington Hills, MI 48336.

If you have questions or require additional information, please contact our office.

Sincerely,

Frank Varicalli
Project Manager

cc: Bruce Smith, City Administrator
Frank Schulte, Director of Public Services
Michigan Joint Sealing

P.O. 43736

#202451975.300 \$4,715.44

#203451975.300 \$9,574.09

OK- FS



Construction Pay Estimate Report

Anderson Eckstein and Westrick

12/15/2017 11:18 AM

FieldManager 5.3a

Contract: .0160-0373, 2015 Pavement Joint and Crack Sealing Program

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
12/03/2017	3	Lynn Dedenbach	SEMI-MONTHLY	No		
Prime Contractor Michigan Joint Sealing, Inc.				Managing Office Anderson Eckstein and Westrick		
Comments						
Current Contract Amount \$191,084.00 % Complete 109%						

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
Cleaning & Sealing Existing Joints and Random Cracks, 2016	6037001	0020	0160-0373	0000	0020	SA	001	16,816.500	\$13,789.53
Traffic Maintenance and Control, 2017	8357051	0050	0160-0373	0000	0050	FA	002	1.000	\$500.00
Total Estimated Item Payment:								\$14,289.53	

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date		\$0
Total Liquidated Damages:				\$0

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0373, 2015 Pavement Joint and Crack Sealing Program	0003	\$14,289.53	\$0.00	\$14,289.53
Voucher Total:				\$14,289.53

Summary

Current Voucher Total:	\$14,289.53	Earnings to date:	\$160,155.65
-Current Retainage:	\$0.00	- Retainage to date:	\$4,063.50
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$8,036.00
Total Estimated Payment:	\$14,289.53	Net Earnings to date:	\$148,056.15
		- Payments to date:	\$133,766.62
		Net Earnings this period:	\$14,289.53



Anderson Eckstein and Westrick

Construction Pay Estimate Report

12/15/2017 11:18 AM

FieldManager 5.3a

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.



Frank Varicalli Project Manager

12-15-17

(Date)



Construction Pay Estimate Amount Balance Report

Estimate: 3

12/15/2017 11:18 AM

FieldManager 5.3a

Anderson Eckstein and Westrick

Contract: .0160-0373, 2015 Pavement Joint and Crack Sealing Program

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
_ Cleaning & Sealing Existing Joints and Random Cracks, 2016	6037001	0020	0160-0373	0000	60,000.000	16,816.500	63,500.000	63,500.000	106%	0.82000	\$52,070.00
_ Cleaning & Sealing Existing Joints and Random Cracks, 2017	8137001	0040	0160-0373	0000	65,000.000		0.000	53,418.600	82%	0.82000	
Quantity Withheld: 53,418.600											
_ Cleaning and Sealing Existing Joints and Random Cracks	6037001	0005	0160-0373	0000	95,000.000		120,182.500	120,182.500	127%	0.82000	\$98,549.65
_ Observation of Material and Work to be Performed (Crew Days)	8507042	0015	0160-0373	0000	5.000		5.000	12.500	250%	574.00000	\$2,870.00
Quantity Withheld: 7.500											
_ Observation of Material and Work to be Performed (Crew Days)	8507042	0025	0160-0373	0000	5.000		9.000	9.000	180%	574.00000	\$5,166.00
_ Observation of Material and Work to be Performed (Crew Days)	8507042	0045	0160-0373	0000	6.000		0.000			574.00000	
_ Traffic Maintenance and Control	8127051	0010	0160-0373	0000	1.000		1.000	1.000	100%	500.00000	\$500.00
_ Traffic maintenance and control, 2016	8127051	0030	0160-0373	0000	1.000		1.000	1.000	100%	500.00000	\$500.00
_ Traffic Maintenance and Control, 2017	8357051	0050	0160-0373	0000	1.000	1.000	1.000	1.000	100%	500.00000	\$500.00
Percentage of Contract Completed(curr): 84%							Total Amount Paid This Estimate:		\$14,289.53		
(total paid to date / total of all authorized work)							Total Amount Paid To Date:		\$160,155.65		

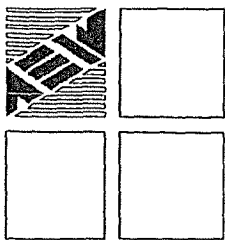
Motion by Granger, seconded by Bryant, regarding **2016 Pavement Joint and Crack Sealing Program**, that the City Council award a contract to Michigan Joint Sealing, Inc. in the amount of \$60,000.00, and engineering in the amount of \$6,000.00, for a total project cost not to exceed \$66,000.00, funds to be drawn from the following accounts:

<u>Construction:</u>	Major Streets – 202-451-975.300	\$20,000.00
	Local Streets – 203-451-975.300	<u>\$40,000.00</u>
		\$60,000.00

<u>Engineering:</u>	Major Streets - 202-451-975.310	\$ 2,000.00
	Local Streets - 203-451-975.310	<u>\$ 4,000.00</u>
		\$ 6,000.00

Motion carried by the following vote:

Yes:	Bryant, Granger, Ketels, Koester, McConaghy, Novitke
No:	None
Absent:	Shetler



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

December 15, 2017

Cathy Behrens
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, Michigan 48236-2397

RECEIVED

APR 20 2018

CITY OF GROSSE PTE. WOODS

Reference: ²⁰¹⁷~~2015~~ Pavement Joint Sealing Program
City of Grosse Pointe Woods
AEW Project No. 0160-0391 (Extension of 2015 Contract)

Dear Ms. Behrens:

Enclosed please find Construction Pay Estimate No. 1 for the above referenced project. For work performed through December 10, 2017, we recommend issuing payment for the **Net Earnings this Period (see Page 1)** in the amount of **\$29,702.45** to Michigan Joint Sealing, Inc. 28830 W 8 Mile Rd. Ste. 103, Farmington Hills, MI 48336.

If you have questions or require additional information, please contact our office.

Sincerely,

Frank Varicalli
Project Manager

P.O. 43956
#202451975.300 \$9,801.81
#203451975.300 \$19,900.64
OK- FS

cc: Bruce Smith, City Administrator
Frank Schulte, Director of Public Services
Michigan Joint Sealing



Construction Pay Estimate Report

Anderson Eckstein and Westrick

12/15/2017 11:29 AM

FieldManager 5.3a

Contract: .0160-0373, 2015 Pavement Joint and Crack Sealing Program

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
12/10/2017	4	Lynn Dedenbach	SEMI-MONTHLY	No		
Prime Contractor Michigan Joint Sealing, Inc.				Managing Office Anderson Eckstein and Westrick		

Comments

Current Contract Amount \$191,084.00
% Complete 125%

Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Line No.	Item Type	Mod. No.	Quantity	Dollar Amount
Cleaning & Sealing Existing Joints and Random Cracks, 2017	8137001	0040	0160-0373	0000	0040	FA	002	36,222.500	\$29,702.45
Total Estimated Item Payment:								\$29,702.45	

Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date		\$0
Total Liquidated Damages:				\$0

Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0373, 2015 Pavement Joint and Crack Sealing Program	0004	\$29,702.45	\$0.00	\$29,702.45
Voucher Total:				\$29,702.45

Summary

Current Voucher Total:	\$29,702.45	Earnings to date:	\$189,858.10
-Current Retainage:	\$0.00	- Retainage to date:	\$4,063.50
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$8,036.00
Total Estimated Payment:	\$29,702.45	Net Earnings to date:	\$177,758.60
		- Payments to date:	\$148,056.15
		Net Earnings this period:	\$29,702.45



Anderson Eckstein and Westrick

Construction Pay Estimate Report

12/15/2017 11:29 AM

FieldManager 5.3a

Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

Frank Varicalli
Frank Varicalli Project Manager

12/15/17
(Date)



Construction Pay Estimate Amount Balance Report

Estimate: 4

12/15/2017 11:29 AM

FieldManager 5.3a

Anderson Eckstein and Westrick

Contract: .0160-0373, 2015 Pavement Joint and Crack Sealing Program

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
_ Cleaning & Sealing Existing Joints and Random Cracks, 2016	6037001	0020	0160-0373	0000	60,000.000		63,500.000	63,500.000	106%	0.82000	\$52,070.00
_ Cleaning & Sealing Existing Joints and Random Cracks, 2017	8137001	0040	0160-0373	0000	65,000.000	36,222.500	36,222.500	89,641.100	138%	0.82000	\$29,702.45
Quantity Withheld: 53,418.600											
_ Cleaning and Sealing Existing Joints and Random Cracks	6037001	0005	0160-0373	0000	95,000.000		120,182.500	120,182.500	127%	0.82000	\$98,549.65
_ Observation of Material and Work to be Performed (Crew Days)	8507042	0015	0160-0373	0000	5.000		5.000	12.500	250%	574.00000	\$2,870.00
Quantity Withheld: 7.500											
_ Observation of Material and Work to be Performed (Crew Days)	8507042	0025	0160-0373	0000	5.000		9.000	9.000	180%	574.00000	\$5,166.00
_ Observation of Material and Work to be Performed (Crew Days)	8507042	0045	0160-0373	0000	6.000		0.000			574.00000	
_ Traffic Maintenance and Control	8127051	0010	0160-0373	0000	1.000		1.000	1.000	100%	500.00000	\$500.00
_ Traffic maintenance and control, 2016	8127051	0030	0160-0373	0000	1.000		1.000	1.000	100%	500.00000	\$500.00
_ Traffic Maintenance and Control, 2017	8357051	0050	0160-0373	0000	1.000		1.000	1.000	100%	500.00000	\$500.00

Percentage of Contract Completed(curr): 99%
(total paid to date / total of all authorized work)

Total Amount Paid This Estimate: \$29,702.45
Total Amount Paid To Date: \$189,858.10

Motion by Granger, seconded by Shetler, regarding **contract extension: 2017 Pavement Joint and Crack Sealing Program District #7**, that the City Council approve a contract extension with Michigan Joint Sealing, Inc. at a cost not to exceed \$60,000.00, and to include engineering fees in the amount of \$6,000.00, for a total project cost not to exceed \$66,000.00, funds to be taken from the accounts listed below:

Major Streets Joint Sealing	202-451-975.300	\$20,000.00
Local Streets Joint Sealing	203-451-975.300	40,000.00
Major Streets Engineering	202-451-975.310	2,000.00
Local Streets Engineering	203-451-975.310	4,000.00

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler
No: None
Absent: None

1 of 3
11B

CARL J. BOBISH, P.E.
Consulting Structural Engineering
1035 Hemlock Dr. Rochester, MI 48307-1038 Phone 248.650.8480
E-mail: carljbobishpe@wideopenwest.com

STATEMENT
Invoice No. 218024

RECEIVED
MAY - 3 2018
CITY OF GROSSE PTE. WOODS

April 10, 2018

City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attn.: Gene Tutag, Building Official

Re: 1298 Hawthorne – Basement Wall Trial
Grosse Pointe Woods, MI

Structural Engineering Services completed to date:

Phone calls and E-mail exchanges with Mr. Tutag to discuss the project;
Travel to and from Grosse Pointe Woods Office for meeting with attorney;
Travel to and from Detroit Court Building to testify.

Three (3) hours at \$150.00 per hour	\$ 450.00
Four (4) hours at \$200.00 per hour	<u>800.00</u>
Total Amount Due	\$ 1,350.00

OK
GT 4/10/18

101.210.810.300
4/12/18
Spekren

RECEIVED
APR 10 2018
CITY OF GROSSE PTE. WOODS
BUILDING DEPT

20F 3

CARL J. BOBISH, P.E.
Consulting Structural Engineering
1035 Hemlock Dr. Rochester, MI 48307-1038 Phone 248.650.8480
E-mail: carljbobishpe@wideopenwest.com

STATEMENT
Invoice No. 218015

RECEIVED
MAY - 3 2018
CITY OF GROSSE POINTE WOODS

April 10, 2018

City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attn.: Gene Tutag, Building Official

Re: 1298 Hawthorne – Basement Wall
Grosse Pointe Woods, MI

Structural Engineering Services completed to date:

- Phone calls and E-mail exchanges with Mr. Tutag to discuss the project;
- Review repair contractor's work proposal;
- Travel to and from site to view work in progress;
- Prepare written report of findings.

Seven and one-half (7-1/2) hours at @ 150.00 per hour \$ 1,125.00

101210.810.300
4/12/18
OK
QT
4/10/18
Baker

RECEIVED
APR 10 2018
CITY OF GROSSE PTE. WOODS
BUILDING DEPT

3 of 3

CARL J. BOBISH, P.E.
Consulting Structural Engineering
1035 Hemlock Dr. Rochester, MI 48307-1038 Phone 248.650.8480
E-mail: carljbobishpe@wideopenwest.com

STATEMENT
Invoice No. 217094

RECEIVED

MAY - 3 2018

CITY OF GROSSE POINTE WOODS

April 10, 2018

City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attn.: Gene Tutag, Building Official

Re: 1298 Hawthorne – Basement Wall
Grosse Pointe Woods, MI

Structural Engineering Services completed to date:

Phone calls and E-mail exchanges with Mr. Tutag to discuss the project;
Review photographs of basement walls provided by the city;
Evaluate damage seen in photographs;
Prepare written report of findings.

Four and one-half (4-1/2) hours at @ 125.00 per hour\$ 562.50

OK
GT 4/10/18

101-210-810-300
4/12/18
C. Baker

RECEIVED

APR 10 2018

CITY OF GROSSE POINTE WOODS
BUILDING DEPT

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

RECEIVED

MAY 03 2018



CITY OF GROSSE PTE. WOODS

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Attention: City Manager

May 01, 2018
Client: 000896
Matter: 000000
Invoice #: 114197

REGARDING: GENERAL MATTERS

For professional services rendered and expenses incurred relative
to the above matter:

TOTAL

\$218.75

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
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Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through April 30, 2018

DATE	ATTY	DESCRIPTION	HOURS
4/11/2018	GPK	Attention to preparation of grievance response.	0.50
4/12/2018	TLF	Attention to receipt and review of correspondence from Ms. Cathy Behrens regarding requested FMLA leave of absence; telephone call to Ms. Behrens regarding same.	0.25
4/19/2018	TLF	Attention to receipt and review of correspondence from Ms. Behrens regarding ADA issues; telephone call to Ms. Behrens regarding same.	0.50
Total Services			\$218.75

ATTORNEY		HOURS	RATE	AMOUNT
TLF	THOMAS L. FLEURY	0.75	\$175.00	\$131.25
GPK	GARY P. KING	0.50	\$175.00	\$87.50

KELLER THOMA
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attention: City Manager

May 01, 2018

Client: 000896

Matter: 000000

Invoice #: 114197

Page: 2

RE: GENERAL MATTERS

Total Amount Due

\$218.75

11D

DON R. BERSCHBACK
ATTORNEY AND COUNSELOR AT LAW
24053 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(588) 777-0400
FAX (588) 777-0430
E-MAIL donberschback@yahoo.com

OF COUNSEL
CHARLES T. BERSCHBACK

April 30, 2018

Bruce Smith, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: April 2018 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
4.3.18	Work on Employee Handbook (1.00)	1.00
4.4.18	Emails, faxes, TCs and letter correspondence on miscellaneous City matters (1.25); work on CC and COW matters including contract review (1.00)	2.25
4.6.18	FOIA (.25); ordinance review, CC and COW items (.75)	1.00
4.9.18	Final work on CC matters (1.00); review of weekend package (.25); attendance at CC meeting (1.25); FOIA follow up (.50); review of Court cases (.50)	4.00
4.10.18	Work on ordinances (.50); FOIA (.25)	0.75
4.11.18	Municipal Court (2.25); warrant review and follow up with PSO Department (.50); citizen complaint (.25); Building Department review (.25)	3.25
4.12.18	Follow up work on City Clerk matters (.50)	0.50
4.16.18	TC and follow up on water problems and emails (.50); work on CC and COW items (1.00); begin review of CGPW agreement (natural gas supply) (.25); emails, TCs and letter correspondence regarding miscellaneous City matters and procedures (.50)	2.25
4.18.18	Municipal Court (2.00); warrant review and follow up (.50); meetings with CB and BS regarding CC and COW matters and follow up emails and letters (1.50)	4.00
4.25.18	Municipal Court and follow up (2.00); warrant review (.25)	2.25
4.30.18	Attention to C&E meeting (.25); attendance at C&E meeting (.50); attention to Constellation Agreement for natural gas (.50); FOIA matters (.25); attention to outside litigation cases (.50); citizen complaints and claims issues (.50)	2.50

DRB = 23.75 hours x \$170.00

TOTAL: \$ 4,037.50

Breakdown

General	16.75 Hours
Municipal Court	7.00 hours
Bldg/Planning Comm.	0.00 Hours
MTT	0.00 Hours

CHARLES T. BERSCHBACK

ATTORNEY AT LAW
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blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

April 30, 2018

Bruce Smith
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

MAY - 2 2018
CITY OF GROSSE PTE. WOODS

RE: April Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
4.2.18	TC Laura Hallohan; River TT case (.25)	0.25
4.3.18	TCs with City staff, emails, miscellaneous issues (.75)	0.75
4.4.18	TCs Det Bur, review of 2 warrant requests (.25); TC JK, meeting with attorney for Medstar (.25)	0.50
4.5.18	Work on Medstar, work on MUSTA issue, calls on Hawthorne case (.50)	0.50
4.9.18	Work on specific agenda items for 4.9 meeting and calls, draft of UST contract (2.00); work on TT case (1.00)	3.00
4.11.18	Attendance at Municipal Court, meeting with GT (1.00); review of Public Safety Construction Contract, calls, draft of summary letter (1.00), work on Hawthorne case (.25)	2.25
4.12.18	Work on Hawthorne (.25); TC Det Bur and Municipal Court (.25); review of GFL file (.25); continued work on DPW jail expansion contract, tank removal contract; TC LH, PS, BS, LH (1.00)	1.75
4.16.18	Work on agenda items, COW prep, work on TT pending cases (2.25); prep for Hawthorne hearing (.75); review of Refuse contract (.25); meeting at City Hall, review of transcript (.50); attendance at CC and COW meeting (3.75)	7.50
4.17.18	TC TT Hunt Club follow up (.25); follow up to Monday meetings (.25); attendance in Wayne County, Hawthorne trial (3.50)	4.00
4.18.18	Municipal Court docket (1.75)	1.75

4.19.18	Review of supplementary contract documents for Public Safety renovation; email (.25)	0.25
4.20.18	Work on Southeast Macomb Sanitary District (SEMSD) contract and prep for meeting (.75); TC Hawthorne (.25); TC Municipal Court (.25)	1.25
4.23.18	Work on SEMSD, prep for meeting , TCs (.75)	0.75
4.24.18	TCs, continued prep for SEMSD meeting and attendance at meeting (4.25); TC re: Hawthorne (.25); work on DPS Construction Contract (.25)	4.75
4.25.18	Municipal Court a.m. docket (2.25); work on SEMSD contract, letter to attorney; work on Public Safety Renovation Contract, draft of employment agreement for Court Clerk (1.25); p.m. meetings at City Hall (.25)	3.75
4.26.18	TCs on contracts, work on Miro contract (.50); work on TT files (.25); TC on Hawthorne, Parker property (.50)	1.25
4.27.18	TCs GT, TC re: Rocket Fiber (.50)	0.50
4.28.18	Review of contract documents, bid documents for Carosel 9-1-1 Agreement (1.00)	1.00
4.30.18	Meeting with JK re: 9-1-1- contract, work on SEMSD file (.50); review of warrants and calls on Municipal Court (.25); attendance at Special Council meeting (.75)	1.50

CTB = 37.25 hours at \$150.00 per hour	\$5,587.50
Plus Costs: Recording Fees (CDBG)	\$36.00
TOTAL DUE:	<u>\$5,623.50</u>

TC - Telephone	GT - Gene Tutag	M/C - Mayor and Council
BS - Bruce Smith	LH - Lisa Hathaway	Det. Bur. - Detective Bureau
PC - Planning Commission	CB - Cathrene Behrens	ED - Eric Dunlap
JK - Dir. John Kosanke	TT - Tax Tribunal	FS - Frank Schulte

Breakdown

General	29.50 hurs
Municipal Court	6.00 hours
Building/Planning Commission	00 hours
Tax Tribunal	175 hours